



State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

New

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 999 190000000081

NOT TO EXCEED AMOUNT:

Begin Date: 01/01/2019

Procurement Folder: 708135

Expiration Date: 12/31/2019

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 12/19/18

Version Number: 1

CONTACT INFORMATION

REQUESTOR:

Kerri Hines
334-242-4610
kerri.hines@purchasing.alabama.gov

ISSUER:

Kerri Hines
334-242-4610
kerri.hines@purchasing.alabama.gov

BUYER:

Kerri Hines
334-242-4610
kerri.hines@purchasing.alabama.gov

CONTRACT DESCRIPTION

MA-Statewide Elevator Maintenance (Birmingham Region)

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VC000054674: Diversified Elevator Service
DBA: Equipment Company Inc
297 State Hwy 143

Millbrook AL 36054

Contact:

Chris Walker
3342853863
Chris@Diversifiedelevator.Net

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	MO	\$468.000000	\$0.00			\$0.00	\$0.00

91013 - Elevator Installation, Maintenance, Repair and Inspection Se
 Elevator Maintenance-St. Clair Correctional Facility
 Elevator Maintenance, in accordance with the "State of Alabama Specification for Vertical Transportation Equipment Maintenance Service"

Department of Corrections
 St. Clair Correctional Facility
 1000 St. Clair Rd.
 Springville, AL. 35146

Equipment: Passenger/Auto
 MFR: Dover
 Cap/Speed: 1500/100
 Qty: 1

Hours to be expended- 2 hours bi-weekly

contact: Warden (205) 467-6111

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	MO	\$468.000000	\$0.00			\$0.00	\$0.00

91013 - Elevator Installation, Maintenance, Repair and Inspection Se
 Elevator Maintenance-Forensics
 Elevator Maintenance, in accordance with the "State of Alabama Specification for Vertical Transportation Equipment Maintenance Service"

Department of Forensic Science
 ADFS Birmingham Regional Lab
 2026 Valleydale Rd.
 Hoover, AL. 35244

Equipment: Hydraulic Passenger
 MFR:
 Cap/Speed: 2500/125
 Qty: 1

Hours to be expended- 2 hours bi-weekly

contact: Joe Mascetti (205) 982-9292

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0	MO	\$468.000000	\$0.00			\$0.00	\$0.00

91013 - Elevator Installation, Maintenance, Repair and Inspection Se
 Elevator Maintenance-Birmingham Trooper Post
 Elevator Maintenance, in accordance with the "State of Alabama Specification for Vertical Transportation Equipment Maintenance Service"

ALEA
 Birmingham Trooper Post
 908 Bankhead Hwy.
 Birmingham, AL. 35204

Equipment: IVO/Auto
 MFR: Dover
 Cap/Speed: 1500/75
 Qty: 1

Hours to be expended- 2 hours bi-weekly

contact: Sgt. Sam Pickett (334) 328-8563 or Cpl. Chris Robertson (205) 252-7445 or Tracie Lee (205) 324-3778

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0	MO	\$468.000000	\$0.00			\$0.00	\$0.00

91013 - Elevator Installation, Maintenance, Repair and Inspection Se
 Elevator Maintenance-Military Dept.

COMMODITY / SERVICE INFORMATION

Elevator Maintenance, in accordance with the "State of Alabama Specification for Vertical Transportation Equipment Maintenance Service"

Military Department
 Birmingham One
 5300 57th Street N.
 Birmingham, AL. 35217

Equipment: Passenger Hydraulic
 MFR: US Motors
 Cap/Speed: 2500/125
 Qty: 1

Hours to be expended- 2 hours bi-weekly

contact: Ted Gilbert (334) 213-7755

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
5	0	MO	\$468.000000	\$0.00			\$0.00	\$0.00

91013 - Elevator Installation, Maintenance, Repair and Inspection Se
 Elevator Maintenance-Military Dept.

Elevator Maintenance, in accordance with the "State of Alabama Specification for Vertical Transportation Equipment Maintenance Service"

Military Department
 Birmingham Two
 5700 East Lake Blvd.
 Birmingham AL. 35217

Equipment: Passenger Hydraulic
 MFR: Schindler
 Cap/Speed: 3000/125
 Qty: 1

Hours to be expended- 2 hours bi-weekly

contact: Ted Gilbert (334) 213-7755

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
6	0	MO	\$468.000000	\$0.00			\$0.00	\$0.00

91013 - Elevator Installation, Maintenance, Repair and Inspection Se
 Elevator Maintenance-Military Dept.

Elevator Maintenance, in accordance with the "State of Alabama Specification for Vertical Transportation Equipment Maintenance Service"

Military Department
 Birmingham Two, Building 810
 5700 East Lake Blvd.
 Birmingham AL. 35217

Equipment: Passenger Hydraulic
 MFR: Schindler
 Cap/Speed: 2500/125
 Qty: 1

Hours to be expended- 2 hours bi-weekly

contact: Ted Gilbert (334) 213-7755

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
7	0	MO	\$468.000000	\$0.00			\$0.00	\$0.00

91013 - Elevator Installation, Maintenance, Repair and Inspection Se
 Elevator Maintenance-DHR Jefferson County

COMMODITY / SERVICE INFORMATION

Elevator Maintenance, in accordance with the "State of Alabama Specification for Vertical Transportation Equipment Maintenance Service"

Dept. of Human Resources
 Jefferson County DHR
 2014 1st Avenue North
 Bessemer, AL. 35020

Equipment: Passenger/ 2 Stop
 MFR: Otis
 Cap/Speed: 2500/100
 Qty: 1

Equip: Geared Traction Dumbwaiter
 MFR: Matot
 Cap/Speed: 500/
 Qty: 1

Hours to be expended- 2 hours bi-weekly

contact: Sylvester Trippett (205) 744-3287 or (205) 276-9816

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
8	0	MO	\$468.000000	\$0.00			\$0.00	\$0.00

91013 - Elevator Installation, Maintenance, Repair and Inspection Se
 Elevator Maintenance-DHR Cullman County
 Elevator Maintenance, in accordance with the "State of Alabama Specification for Vertical Transportation Equipment Maintenance Service"

Dept. of Human Resources
 Cullman County DHR and FS Office
 1220 St. Joseph Street
 Cullman, AL. 35055

Final

Equipment: Hydraulic Passenger
 MFR: Schindler
 Cap/Speed: 3500/125
 Qty: 1

Equip: Geared Traction Dumbwaiter
 MFR: Matot
 Cap/Speed: 200/50
 Qty: 1

Hours to be expended- 2 hours bi-weekly

contact: Paula Holmes (256) 737-5353

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

Approved:



Purchasing Director

APPROVALS			
Date	Status Before	Status After	Approver

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Specifications for Vertical Transportation Equipment Maintenance Service

Maintenance of the Vertical Transportation Equipment is vital to the safe and efficient operation of the State buildings involved and to the satisfactory daily functioning of all individuals utilizing these buildings.

AWARD:

Award will be made "all or none" to the lowest responsible bidder meeting all specifications. Past performance may be considered in determining a bidder's responsibility. A bidder having negative past performance during the three years immediately preceding this solicitation of which the State or its agencies is aware may result in a bidder being excluded from consideration for award. The elevators are separated into regions. Each Region will have its own solicitation.

DUTIES AND RESPONSIBILITIES OF CONTRACTOR:

Contractor shall furnish all supplies, parts, components, materials, maintenance service vehicles, labor, labor supervision, tools, test equipment, special equipment and lubricants necessary to provide full preventative maintenance, adjustment, replacement and repair service for the complete vertical transportation system.

The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence as well as that resulting from acts of his employees, agency, and subcontractors. The Contractor shall save and keep harmless the State of Alabama against any or all lost cost, damage claim expenses or liability in connection with the performance of this contract.

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment and vegetation (such as trees, shrubs, and grass) on State of Alabama property. In the event the Contractor fails to do so and damages any such buildings, equipment or vegetation, he shall replace or repair the damage at no expense to the State. If the vendor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost thereof which may be deducted from the contract price.

The Contractor's representative(s) shall log in and out each day in any State building or facility. Suitable arrangements shall be made with the contact person(s) listed on the contract.

If repair work at overtime hours is required and ordered on other than emergency calls, the Contractor shall be responsible for the payment of their personnel. No work outside the scope of this contract shall be performed without prior approval from the agency contact.

The Contractor shall notify the agency (in writing) immediately of the existence of, or the development of any defects in, or repairs required to the elevator plant. Also, he shall furnish a written estimate of the cost to make final determination as to Contractor or State responsibility.

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WARRANTY OF SERVICES:

Notwithstanding inspection and acceptance by the State of Alabama or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will free from defects in workmanship and will conform to the requirements of this contract at time of acceptance. The State of Alabama shall give written notice of any such defect or non-conformance to the Contractor. Such notice shall state either (1) that the Contractor shall correct or re-perform any defective or non-conforming services, or (2) that the State of Alabama does not require correction or replacement. If the Contractor is required to correct or re-perform, it shall be at no cost to the State, and any services corrected or re-performed by the Contractor pursuant to this clause, will adhere to the same extent of work initially performed.

WEEKLY/BIWEEKLY SERVICES:

Unless otherwise stated, the Contractor shall have at least one of his competent mechanics to report weekly (or biweekly, depending on what is written in the contract) to the custodian in charge and said mechanic shall proceed to make all repairs and adjustments required to keep the elevator equipment in safe and first class operating condition. This work shall also include regular and systematic inspection on all elevator equipment and adjustment or replacement of all work or deteriorated parts, furnishing all apparatuses for testing.

SCOPE OF WORK:

Contractor shall be responsible for regular, responsive and systematic execution of the work items included in this agreement as follow:

Complete Maintenance: Contractor agrees to regularly and systematically examine, clean, lubricate and adjust the vertical transportation equipment and provide unlimited call back service during regular working hours and, as conditions warrant, in the judgement of the agency, repair or replace all portions of the equipment included under this contract, including but not limited to the following:

Elevator machines, including worms, gears, thrust bearing, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, brake contacts, linings and all other components and parts of the machine and brake.

Hoist motors, solid state motor drives, including motor windings, rotating elements, including commutators, brushes, brush holders and bearings, and all other components and parts.

Hydraulic plungers, packing, pump motors, pumps, belts, pullies, valves, mufflers, piping and connections (except those beneath the ground), silencers, tanks or oil reservoirs, hydraulic system oil and all other related components and parts.

Controllers, selectors and dispatching equipment, including all relays, solid state components, resistors, condensers, transformers, contacts, leads, dashpots, leads, dashpots, timing devices, computer devices, steel selector tape (or cable) and mechanical and electrical driving equipment, and all other components and parts:

Governors, including governor sheave and shaft assemblies, bearings, contacts and governor jaws, and car and counterweight safeties and buffers.

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Deflectors or secondary sheaves including bearings, car and counterweight buffers, car and counterweight guide rails, top and bottom limit switches, governor tension sheave assembly, compensating sheave assembly, counterweight guide shoes including rollers or gibs, inductors, cams, tapes:

Hoistway door interlocks, hoistway door hangers, bottom door guides and auxiliary door closing devices.

Automatic power operated door operators, including door drive chains, sheaves, belts, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanism, platforms, and elevator car roller guides.

Alarm bells, emergency stop switches, emergency car lights and batteries:

Car and Corridor operating stations, car fan, car and corridor signals and fixtures including lights, dials, or read-out indicators.

THE CONTRACTOR ALSO AGREES:

To examine periodically all safety devices and governors and conduct annual no load test, and each fifth year subsequent to the previous testing date perform a full load, full speed test of safety mechanism, overhead speed governors and car and counterweight buffers on all traction elevators and each third year subsequent to the previous testing date, on hydraulic elevators per A.H.S/1.A17.1 Code. The car balance will be checked, and the governor set. If required, the governor will be re-calibrated and sealed for proper tripping speed, and rails will be refilled to restore and smooth running surface. All required testing shall be accomplished within the first 90 days of Contract.

Written reports of said tests shall be submitted to Owner and/or Owner's agency within 15 days of test completion and in the case of running safety tests, prior notification shall be given so that a Building Manager/Custodian of the owner may be present.

Contractors also agrees to drain and flush hoist machine gear cases and bearing oil reservoirs annual and refill with the proper type and grade of oil. Where applicable, door operators shall be similarly drained, flushes and refilled annually.

Contractors also agrees to keep car tops, pits and hoistways clean and free from dirt, oil, lint, debris and stored items and to maintain each machine room in clean, neat condition. (Including painting, as required, machine room floors.)

Contractor shall renew all wire ropes as often as is necessary to maintain an adequate factor of safety and shall equalize the tension on all hoisting ropes, repair or replace conductor cables and hoistway and machine room elevator wiring as conditions may warrant.

Contractor also agrees, where appropriate, to short all ropes as necessary to provide continued safe operation and maintain normal traction.

Contractor also agrees to keep all guide rails free of rust, to renew all guide rollers or shoes as often as necessary to provide smooth and quiet operation, and to maintain proper tension of car and counterweight guides against the rails.

Contractor shall clean and paint equipment at regular intervals sufficient in frequency to maintain a professional appearance and preserve the life of the equipment. (Contractor shall not be responsible for cleaning any equipment made necessary beyond his

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reasonable control or as a result of improper janitorial or building maintenance functions.)

Contractor shall lubricate the equipment at intervals recommended by the equipment manufacturer or as dictated by the use of the equipment. All lubricants shall be suitable for the purpose intended and shall meet or exceed the minimum requirements specified by the manufacturer of the equipment to which the lubricant is applied.

Contractor shall adjust the equipment as necessary and when the operation of the equipment as necessary and when the operation of the equipment varies from its normal or originally designed performance as a result of normal wear and tear, or when necessary to preserve the useful life of a part of assembly.

Contractor shall make repairs and/or replace all worn, damaged or broken parts or components. Parts shall be replaced when worn beyond normal adjustment limits. Replacements shall also be made whenever they will prevent an unscheduled elevator shutdown, ensure continued normal operation, extend the useful life of the elevator or any of its components, or when necessary to continue safe, dependable operation in accordance with A.H.S. I. Code, or to continue performance of the equipment in accordance with original design, When more than one elevator requires repair the owner will establish priorities of accomplishment.

In performing the above indicated work, Contractor agrees to provide only genuine parts used by the manufacturer of the equipment or equal for replacement or repair, any to use only those lubricants equal to that obtained from and/or recommended by the manufacturer of the equipment.

PERFORMANCE REQUIREMENTS

Contractor agrees to maintain the minimum performance requirements of the elevator as designated.

Performance test will be made as follows:

- Floor to floor times are measured from the time the doors start to close including a typical one-floor travel and until the elevator is approximately level with the next successive floor, either up or down, and the doors $\frac{3}{4}$ open.
- Door opening times are measured from start of car door open until doors in the fully open positions.
- Door closing times are measured from start of door close until hoistway doors are fully closed. Contract time will be those shown, or the minimum permitted by Code, whichever is greater.
- Accuracy of leveling shall be measured under all load conditions.
- Variance from rated speed, regardless of load, shall not exceed 5%, except for hydraulic elevators where a variance of 10% is permitted from empty to full load.

In accomplishing the above requirements, Contractor shall maintain a comfortable elevator ride with smooth acceleration, retardation and a soft stop. Door operation shall be quiet and positive with smooth checking at the extremes of travel in keeping with the original design capability of the equipment.

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ITEMS OF ELEVATOR AND ESCALATOR EQUIPMENT NOT INCLUDED IN THIS AGREEMENT. Contractor assumes no responsibility for the following items of equipment which are not included in this agreement.

- Repairs required because of negligence, accident or misuse of the equipment by anyone other than the Contractor, his employees, subcontractors, servants or agency, or other causes beyond the Contractor's control except ordinary wear and tear.
- Repair or replacement of building items, such as hoistway or machine room walls and floors, car enclosures, including removable panels, door panels, car gates, plenum chambers, ceiling, light bulbs, elevator car handrails, mirrors and carpets except as these may be damaged or destroyed by actions of the Contractor's personnel.
- Elevator mainline and auxiliary disconnect switches, fuses and feeders to control panels.
- Lamps for machine room illumination.

SCHEDULING OF PREVENTIVE MAINTENANCE

All normal work under this Agreement will be performed during regular hours or regular working days of the elevator trade. Removal of elevators from service shall be coordinated with and approved by the Building Manager/Custodian. To the extent possible all preventive maintenance which required removal of elevators from service will be scheduled during off-peak hours of building operation. No elevator will be taken out of service during the normal business day without prior notification to the Building Manager/Custodian except under emergency conditions. Contractor shall not remove from service more than one elevator at a time in any bank of elevators (except in emergencies). Emergency circumstances are understood to be those which pose imminent possibility of equipment damage or passenger injury as judged by the Contractor's employees.

It is understood that wherever the words "adequate" or "as required" or "as necessary" are indicated in the Agreement as they relate to equipment performance they shall mean "at whatever frequency of maintenance, repair, adjustment and/or testing is required to provide the optimum level of consistent elevator operation".

EMERGENCY CALL BACK SERVICE

- Call back Service During Regular Working Hours:
The Contractor shall without additional charge to the Owner, provide emergency minor adjustment call back service during the Contractor's regular working hours. The Contractor shall respond to a call back within a maximum of two (2) hours from the time the request for service is made by the Owner's authorized personnel.
- Emergency Call Back Service During Overtime Working Hours:
Twenty-four hour emergency call back service shall be provided by the Contractor. The Contractor shall respond to an emergency call back within a maximum of two (2) hours from the time the request for service is made by the owner's authorized personnel. This will be at no additional expense to the State of Alabama.

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- A trouble log shall be maintained by the Contractor in the machine room for each building on which the date of each call back, the reported trouble, the problem found and the corrective action taken shall be recorded. In addition, the Contractor shall be responsible for reporting this information daily to the Building Manager/Custodian so that it may also review the operational status of its elevator trouble call control log. This trouble log will become property of the State at the end of the contract period.

HOURS TO BE EXPENDED

The Contractor hereby agrees that it will spend the indicated time in performing maintenance under this agreement. These hours are to be devoted to scheduled preventive maintenance operations (examination, cleaning, lubrication, adjustments, and repairs) and shall not include call backs. These hours may not include helpers' hours. The minimum number of acceptable hours are considered to be in the Industry Standard for the level of maintenance expected as established by the State of Alabama.

The Contractor agrees that all work shall be performed by and under the supervision of skilled, sufficient number of experienced elevator service mechanics and repairman directly employed who are permanently assigned to support the execution of this Agreement for normal preventive maintenance and repair work, and who shall be qualified to keep the elevator equipment in proper and safe operating condition. The vendor will provide, upon request, a proposed staffing plan including names and title/position of personnel expected to be assigned to each location. All employees performing work under this Agreement shall be satisfactorily dressed in clean uniforms (identifying them as elevator servicemen) with acceptable demeanor and possessing full technical qualifications in the opinion of Owner and/or the Owner's agent. Any employees found to be unacceptable to the Owner or Owner's agent shall be replaced after being given reasonable notice by the Contractor.

OWNER'S RIGHT TO INSPECT AND REQUIRE WORK

Owner reserves the right to make such inspections and witness tests as are necessary to ascertain that the requirements of this agreement are being fulfilled. Contractor agrees to furnish personnel and tools necessary to conduct such tests. Deficiencies reported shall be promptly corrected at Contractor's expense. If Contractor fails to perform the work required by the terms of this Agreement in a diligent and satisfactory manner, Owner may, after 10 day written notice to Contractor, perform or cause to be performed all or any part of the work required hereunder: Contract agrees that it will reimburse Owner for any expense incurred and therefore the Owner at this election deduct the amount from any sum owing Contractor.

The Owner's right to make inspections or tests may be exercised by its elevator consultant, as it may designate, who will, if the Owner so advises, have the same authority to inspect and test as the Owner, as provided hereunder.

The waiver by Owner of a breach of any provision of this agreement by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor.

Vendor will furnish, prior to award, a maintenance schedule form (machine room log) or other suitable written procedure depicting the method and schedule to be followed in performing elevator maintenance. Vendor may turn this information in with their bid to expedite bid evaluation and award.

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Machine room logs containing a detailed schedule of full preventive maintenance with indications of frequency of task, shall be posed in each machine room and mounted on each controller. These logs shall be maintained by the contractor and may be inspected by the Owner and/or Owner's agent. When posted all logs shall become property of owner and upon completion of Contract, logs shall be presented to owners authorized representative.

The Owner/State of Alabama reserves the right to obtain the following information if requested:

-Statement as to the total number of elevators, all types, that are maintained by the Contractor's local office which will be handling the maintenance services for this contract.

-Statement that the vendor has successfully maintained, under full preventative maintenance, from the local office, elevators of similar kind and complexity. Also, the vendor/contractor will include any additional information which will help the State in evaluating the Vendor's stability, resources, and scope of experience.

-Vendor must, if requested, furnish a list of all maintenance contracts in effect as of January 1, 2018. The list is to include company, address, and contact name and phone number. The State of Alabama will have permission to inspect the quality of maintenance being performed at the vendor's current customer's sites.

CONTRACTOR TO COMPLY WITH LAWS

In the performance of this Agreement the contractor shall abide by all existing laws, codes, rules and regulations set forth by all appropriate authorities have jurisdiction in the location where the work is to be performed. Contractor shall also procure and pay for any necessary permits or licenses pertaining to the work hereunder.

Contractor shall not be required under this agreement to make other safety tests or to install new attachments as may be recommended or directed by insurance companies, federal, state, municipal or governmental authorities, not to make any replacement parts of a different design subsequent to the date of this contract, unless compensated for such installation.

All repair, parts replacement or adjustments called for hereunder shall be performed in full compliance with ANSI A17.1 Safety Code for Elevators and escalators, latest edition, and ANSI A17.1 2000 ANSI A17.2 2000 inspector's manual, latest edition, including amendments thereto.

INSURANCE

Contractor shall at all times carry and maintain, on all operations hereunder, all of the following insurance: (Insurance certificate(s) should be submitted with the bid. Failure to do so will delay the evaluation and award. Insurance certificates must show the State of Alabama, Department of Finance, Division of Purchasing as the certificate/bond holder.)

-Commercial General Liability, minimum \$1,000,000 aggregate including property damage and bodily injury.

-Comprehensive General Liability, minimum \$500,000 per person and minimum \$1,000,000 per occurrence.

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-Automobile Liability, minimum \$1,000,000 combined single limit

-Worker's Compensation sufficient under the laws of the State of Alabama, covering all persons employed by the vendor engaged in performance of the work required in this contract.

PERFORMANCE BOND

The vendor will furnish within ten state business days after receipt of notice of award, a performance bond in the amount specified below. It shall consist of a cashier's check, other type bank certified check (personal/company checks are not acceptable), bank or postal money order or surety bond issued by a company authorized to do business within the State of Alabama.

The Director of Purchasing shall be the custodian of the performance bond. The bond must reference the bid and be payable to the State of Alabama. The performance bond will be returned in a reasonable time after the Division of Purchasing has received verification that the contract has been satisfactorily completed. A new bond/updated bond will be required for with each 12-month contract period extension, to cover the life of the contract.

Performance bond amount: Total amount of bid

PERFORMANCE BY THE OWNER

The Owner (State of Alabama) agrees:

- To provide the Contractor access to the elevator equipment
- To keep the elevator pit(s) and motor room(s) free from water
- To be responsible for removing water from elevator pits and maintaining the drainage facilities for the pits, or for damage therefrom
- Not to use the elevator machine room and equipment spaces for storage
- To be responsible for refinishing of cabs, hoistways, or equipment room interiors
- To be responsible for the maintenance of car lighting, florescent tubes, florescent ballasts and starts
- To be responsible for the main safety switch providing electricity to the equipment
- To be responsible for the maintenance and service of the lights in the equipment room and penthouse
- To be responsible for the maintenance and service of all telephones installed in the cards or the equipment pertaining thereto except for the wiring between the car and control board
- To report to the Contractor any conditions which may indicate the need for correction before the next regularly scheduled examination
- That the contractor does not at any time assume possession of control of any part of the equipment, but such remains the State's exclusively as the owner thereof.

TERM OF CONTRACT

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Establish a 12 month contract with an option to extend for a second, third, fourth, and fifth 12 month period with the same pricing, terms and conditions. The second, third, fourth, or fifth 12 month period, if agreed by both parties, would begin the day after the first, second, third, or fourth 12 month period expires. And successive extension must have written approval of both the state and vendor no later than 30 days prior to expiration of the previous 12 month period.

PAYMENT

Contractor shall submit to the owner by the fifth working day of the month, a valid invoice in triplicate for the services provided under this agreement during the preceding month.

Under no circumstances shall the commitments of obligations contained in the agreement constitute a debt of the State of Alabama as prohibited by Section 213, Constitution of Alabama of 1901, as amended.

SPECIAL CONDITIONS

- No elevator will be removed from service, except in cases of hazard to life, without prior clearance with designated owner’s representative
- When an elevator is out of service for whatever reason for the performance of maintenance, signs shall be placed at all floor entrances to that elevator indicating that the elevator is out of service.

PREVIOUS PRESENTATIONS

All previous communications or agreements, written or verbal, are hereby abrogated and this writing constitutes the whole specification when attached to proper order.

This agreement shall be interpreted in accordance with the laws of the State of Alabama.

Administrative fee:

Awarded bidder(s) are to pay the State an administrative fee for all sales paid under this contract. This fee will be 1% (0.01) of the total dollar amount for all sales paid. The fee is to be remitted the first month of each quarter before the 20th and will represent a single, one-time payment for all sales paid during the prior quarter and as adjusted for errors associated with earlier quarters. This fee is not to be listed as a separate cost on invoices. The awarded bidder(s) will be required to provide a summary report each quarter before the 20th listing sales paid during the prior calendar quarter. This report is to include the quarter being reported, the master agreement number, purchasing entity, sales amount, and fee amount. A report is due even when there is no activity. This report is to be sent electronically to telecom.admin@oit.alabama.gov. A copy of the summary report is to also accompany the payment. The remittance is to be identified with the reporting quarter and master agreement number. Failure to comply with provisions of this paragraph will be grounds for termination of the contract(s).

Reports and Payments will be due according to the following schedule:

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October, November, December – Due by January 20th

January, February, March – Due by April 20th

April, May, June – Due by July 20th

July, August, September – Due by October 20th

Remittance is to be payable to the "State of Alabama Department of Finance" and be sent to:

Alabama Department of Finance
Division of Accounting and Administration
PO Box 300658
Montgomery, Alabama 36130-0658



**State of Alabama
Department of Finance
Division of Purchasing
Master Agreement**

New

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 999 190000000082

NOT TO EXCEED AMOUNT:

Begin Date: 01/01/2019

Procurement Folder: 702311

Expiration Date: 12/31/2019

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 12/19/18

Version Number: 1

CONTACT INFORMATION

REQUESTOR:

Kerri Hines
334-242-4610
kerri.hines@purchasing.alabama.gov

ISSUER:

Kerri Hines
334-242-4610
kerri.hines@purchasing.alabama.gov

BUYER:

Kerri Hines
334-242-4610
kerri.hines@purchasing.alabama.gov

CONTRACT DESCRIPTION

MA-Statewide Elevator Maintenance (Finance Region)

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VC000054674: Diversified Elevator Service
DBA: Equipment Company Inc
297 State Hwy 143

Millbrook AL 36054

Contact:

Chris Walker
3342853863
Chris@Diversifiedelevator.Net

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	MO	\$1,000.000000	\$0.00			\$0.00	\$0.00

91013 - Elevator Installation, Maintenance, Repair and Inspection Se
 Elevator Maintenance-Folsom Building
 Elevator Maintenance, in accordance with the "State of Alabama Specification for Vertical Transportation Equipment Maintenance Service"

Finance/Al. Bldg Renov Finance Authority
 Folsom Building
 64 N. Union St.
 Montgomery, AL. 36130

Equipment: Passenger/Traction
 Controls by Motion Control
 MFR: Otis, Modernized by EMR
 Cap/Speed: 3000/250
 Qty: 5

Hours to be expended- 4 hours weekly

contact: Jake Ford (334) 242-3345

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	MO	\$1,499.000000	\$0.00			\$0.00	\$0.00

91013 - Elevator Installation, Maintenance, Repair and Inspection Se
 Elevator Maintenance-Lurleen B. Wallace Building
 Elevator Maintenance, in accordance with the "State of Alabama Specification for Vertical Transportation Equipment Maintenance Service"

Finance/Al. Bldg Renov Finance Authority
 Lurleen B. Wallace Building
 501 Dexter Avenue
 Montgomery, AL. 36130

Equipment: Passenger Gearless Traction
 MFR: Otis, Modernized by Dover
 Cap/Speed: 3500/500
 Qty: 4

Hours to be expended- 3 hours weekly

contact: Jake Ford (334) 242-3345

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0	MO	\$3,836.000000	\$0.00			\$0.00	\$0.00

91013 - Elevator Installation, Maintenance, Repair and Inspection Se
 Elevator Maintenance-State House Building

Final

COMMODITY / SERVICE INFORMATION

Elevator Maintenance, in accordance with the "State of Alabama Specification for Vertical Transportation Equipment Maintenance Service"

Finance/Al. Bldg Renov Finance Authority
 State House Building
 11 S. Union St.
 Montgomery, AL. 36130

Equipment: Hydro Pass/Auto
 MFR: U.S. Elevator
 Cap/Speed: 2500/75
 Qty: 1

Equip: Traction Pass/ 1,2,3-
 Triplex 4,5 Duplex
 MFR: Otis
 Cap/Speed: 3000/350
 Qty: 5

Equip: Traction Service-Selective Collection
 MFR: Otis
 Cap/Speed: 3500/350
 Qty: 1

Equip: Passenger Hydro
 MFR: U.S. Elevator
 Cap/Speed: 2000/100
 Qty: 1

Hours to be expended- 8 hours weekly

contact: David Connor (334) 242-7190

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0	MO	\$4,772.000000	\$0.00			\$0.00	\$0.00

91013 - Elevator Installation, Maintenance, Repair and Inspection Se
 Elevator Maintenance-Gordon Person's Building
 Elevator Maintenance, in accordance with the "State of Alabama Specification for Vertical Transportation Equipment Maintenance Service"

Department of Finance/ Service Division
 Gordon Person's Building
 50 N. Ripley St.
 Montgomery, AL. 36104

Equipment: Passenger/ Traction
 MFR: Montgomery
 Cap/Speed: 3000/300
 Qty: 11

Equip: Passenger/Traction
 MFR: Montgomery
 Cap/Speed: 2000/75
 Qty: 1

Hours to be expended- 10 hours weekly

contact: Jacob Brown (334) 242-8425

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
5	0	MO	\$567.000000	\$0.00			\$0.00	\$0.00

91013 - Elevator Installation, Maintenance, Repair and Inspection Se
 Elevator Maintenance-Risk Management

COMMODITY / SERVICE INFORMATION

Elevator Maintenance, in accordance with the "State of Alabama Specification for Vertical Transportation Equipment Maintenance Service"

Department of Finance/ Risk Management
 777 S. Lawrence St.
 Suite 200
 Montgomery, AL. 36104

Equipment: Passenger/ Hydraulic
 MFR: Esco
 Cap/Speed: 2500/100
 Qty: 2

Hours to be expended- 1 hour weekly

contact: Marilyn Tucker (334) 223-6120

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
6	0	MO	\$560.000000	\$0.00			\$0.00	\$0.00

91013 - Elevator Installation, Maintenance, Repair and Inspection Se

Elevator Maintenance-Governor's Mansion

Elevator Maintenance, in accordance with the "State of Alabama Specification for Vertical Transportation Equipment Maintenance Service"

Governor's Mansion
 1142 S. Perry St.
 Montgomery, AL. 36104

Equipment: Passenger/Auto
 MFR: EMR
 Cap/Speed: 2200/85
 Qty: 1

Final

Hours to be expended- 1 hour weekly

contact: Mike Walczak (334) 834-3022

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
7	0	MO	\$1,031.000000	\$0.00			\$0.00	\$0.00

91013 - Elevator Installation, Maintenance, Repair and Inspection Se

Elevator Maintenance-Archives and History Building

COMMODITY / SERVICE INFORMATION

Elevator Maintenance, in accordance with the "State of Alabama Specification for Vertical Transportation Equipment Maintenance Service"

Finance/Al. Bldg Renov Finance Authority
 Archives and History Building
 624 Washington Ave.
 Montgomery, AL. 36104

Equipment: Geared Passenger/Collective
 MFR: General
 Cap/Speed: 1200/100
 Qty: 1

Equip: Geared Passenger/Collective
 MFR: Otis
 Cap/Speed: 2000/200
 Qty: 1

Equip: Geared Passenger/Collective
 MFR: U.S. Elevator
 Cap/Speed: 3000/250
 Qty: 1

Equip: Geared Passenger/Collective
 MFR:
 Cap/Speed: 2500/150
 Qty: 1

Hours to be expended- 2 hours weekly

contact: Steve Wheat (334) 242-4363

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
8	0	MO	\$3,836.000000	\$0.00			\$0.00	\$0.00

91013 - Elevator Installation, Maintenance, Repair and Inspection Se
 Elevator Maintenance-State Capitol Building
 Elevator Maintenance, in accordance with the "State of Alabama Specification for Vertical Transportation Equipment Maintenance Service"

Department of Finance
 State Capitol Building
 600 Dexter Ave.
 Montgomery, AL. 36104

Equipment: Passenger/Traction
 MFR: Montgomery
 Cap/Speed: 3000/250
 Qty: 4

Equip: Passenger Hydro
 MFR: Montgomery
 Cap/Speed: 1500/75
 Qty: 3

Equip: Passenger Hydro
 MFR: Bagby
 Cap/Speed: 1500/75
 Qty: 1

Hours to be expended- 8 hours weekly

contact: Wayne Hoyt (334) 242-3900

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
9	0	MO	\$568.000000	\$0.00			\$0.00	\$0.00

91013 - Elevator Installation, Maintenance, Repair and Inspection Se
 Elevator Maintenance-State Wellness Center

COMMODITY / SERVICE INFORMATION

Elevator Maintenance, in accordance with the "State of Alabama Specification for Vertical Transportation Equipment Maintenance Service"

Finance/Al. Bldg Renov Finance Authority
 State Wellness Center
 101 S. Union St.
 Montgomery, AL. 36130

Equipment: Hydro Passenger/ Auto
 MFR: Dover
 Cap/Speed: 2000/100
 Qty: 1

Hours to be expended- 1 hour weekly

contact: David Conner (334) 353-3883

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
10	0	MO	\$930.000000	\$0.00			\$0.00	\$0.00

91013 - Elevator Installation, Maintenance, Repair and Inspection Se
 Elevator Maintenance-Old Public Safety Building
 Elevator Maintenance, in accordance with the "State of Alabama Specification for Vertical Transportation Equipment Maintenance Service"

Finance/Al. Bldg Renov Finance Authority
 Old Public Safety Building
 425 S. Union St.
 Montgomery, AL. 36130

Equipment: Passenger/Traction
 MFR:
 Cap/Speed: 2500/150
 Qty: 2

Equip: Passenger/Traction
 MFR:
 Cap/Speed: 2500/200
 Qty: 1

Hours to be expended- 2 hours weekly

contact: Jake Ford (334) 242-3345

Final

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

Approved:



Purchasing Director

APPROVALS			
Date	Status Before	Status After	Approver

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Master Agreement

Specifications for Vertical Transportation

Equipment Maintenance Service

Maintenance of the Vertical Transportation Equipment is vital to the safe and efficient operation of the State buildings involved and to the satisfactory daily functioning of all individuals utilizing these buildings.

AWARD:

Award will be made "all or none" to the lowest responsible bidder meeting all specifications. Past performance may be considered in determining a bidder's responsibility. A bidder having negative past performance during the three years immediately preceding this solicitation of which the State or its agencies is aware may result in a bidder being excluded from consideration for award. The elevators are separated into regions. Each Region will have its own solicitation.

FINANCE REGION REQUIREMENTS:

- Vendors MUST have an established office in Montgomery County for at least five (5) years.
- MUST have at least four (4) full time service technicians reporting to their Montgomery County office on a daily basis.
- Bidder MUST show proof of continuing education classes.

DUTIES AND RESPONSIBILITIES OF CONTRACTOR:

Contractor shall furnish all supplies, parts, components, materials, maintenance service vehicles, labor, labor supervision, tools, test equipment, special equipment and lubricants necessary to provide full preventative maintenance, adjustment, replacement and repair service for the complete vertical transportation system.

The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence as well as that resulting from acts of his employees, agency, and subcontractors. The Contractor shall save and keep harmless the State of Alabama against any or all lost cost, damage claim expenses or liability in connection with the performance of this contract.

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment and vegetation (such as trees, shrubs, and grass) on State of Alabama property. In the event the Contractor fails to do so and damages any such buildings, equipment or vegetation, he shall replace or repair the damage at no expense to the State. If the vendor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost thereof which may be deducted from the contract price.

The Contractor's representative(s) shall log in and out each day in any State building or facility. Suitable arrangements shall be made with the contact person(s) listed on the contract.

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If repair work at overtime hours is required and ordered on other than emergency calls, the Contractor shall be responsible for the payment of their personnel. No work outside the scope of this contract shall be performed without prior approval from the agency contact.

The Contractor shall notify the agency (in writing) immediately of the existence of, or the development of any defects in, or repairs required to the elevator plant. Also, he shall furnish a written estimate of the cost to make final determination as to Contractor or State responsibility.

WARRANTY OF SERVICES:

Notwithstanding inspection and acceptance by the State of Alabama or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will free from defects in workmanship and will conform to the requirements of this contract at time of acceptance. The State of Alabama shall give written notice of any such defect or non-conformance to the Contractor. Such notice shall state either (1) that the Contractor shall correct or re-perform any defective or non-conforming services, or (2) that the State of Alabama does not require correction or replacement. If the Contractor is required to correct or re-perform, it shall be at no cost to the State, and any services corrected or re-performed by the Contractor pursuant to this clause, will adhere to the same extent of work initially performed.

WEEKLY/BIWEEKLY SERVICES:

Unless otherwise stated, the Contractor shall have at least one of his competent mechanics to report weekly (or biweekly, depending on what is written in the contract) to the custodian in charge and said mechanic shall proceed to make all repairs and adjustments required to keep the elevator equipment in safe and first class operating condition. This work shall also include regular and systematic inspection on all elevator equipment and adjustment or replacement of all work or deteriorated parts, furnishing all apparatuses for testing.

SCOPE OF WORK:

Contractor shall be responsible for regular, responsive and systematic execution of the work items included in this agreement as follow:

Complete Maintenance: Contractor agrees to regularly and systematically examine, clean, lubricate and adjust the vertical transportation equipment and provide unlimited call back service during regular working hours and, as conditions warrant, in the judgement of the agency, repair or replace all portions of the equipment included under this contract, including but not limited to the following:

Elevator machines, including worms, gears, thrust bearing, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, brake contacts, linings and all other components and parts of the machine and brake.

Hoist motors, solid state motor drives, including motor windings, rotating elements, including commutators, brushes, brush holders and bearings, and all other components and parts.

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Hydraulic plungers, packing, pump motors, pumps, belts, pullies, valves, mufflers, piping and connections (except those beneath the ground), silencers, tanks or oil reservoirs, hydraulic system oil and all other related components and parts.

Controllers, selectors and dispatching equipment, including all relays, solid state components, resistors, condensers, transformers, contacts, leads, dashpots, leads, dashpots, timing devices, computer devices, steel selector tape (or cable) and mechanical and electrical driving equipment, and all other components and parts:

Governors, including governor sheave and shaft assemblies, bearings, contacts and governor jaws, and car and counterweight safeties and buffers.

Deflectors or secondary sheaves including bearings, car and counterweight buffers, car and counterweight guide rails, top and bottom limit switches, governor tension sheave assembly, compensating sheave assembly, counterweight guide shoes including rollers or gibs, inductors, cams, tapes:

Hoistway door interlocks, hoistway door hangers, bottom door guides and auxiliary door closing devices.

Automatic power operated door operators, including door drive chains, sheaves, belts, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanism, platforms, and elevator car roller guides.

Alarm bells, emergency stop switches, emergency car lights and batteries:

Car and Corridor operating stations, car fan, car and corridor signals and fixtures including lights, dials, or read-out indicators.

THE CONTRACTOR ALSO AGREES:

To examine periodically all safety devices and governors and conduct annual no load test, and each fifth year subsequent to the previous testing date perform a full load, full speed test of safety mechanism, overhead speed governors and car and counterweight buffers on all traction elevators and each third year subsequent to the previous testing date, on hydraulic elevators per A.H.S/1.A17.1 Code. The car balance will be checked, and the governor set. If required, the governor will be re-calibrated and sealed for proper tripping speed, and rails will be refilled to restore and smooth running surface. All required testing shall be accomplished within the first 90 days of Contract.

Written reports of said tests shall be submitted to Owner and/or Owner's agency within 15 days of test completion and in the case of running safety tests, prior notification shall be given so that a Building Manager/Custodian of the owner may be present.

Contractors also agrees to drain and flush hoist machine gear cases and bearing oil reservoirs annual and refill with the proper type and grade of oil. Where applicable, door operators shall be similarly drained, flushes and refilled annually.

Contractors also agrees to keep car tops, pits and hoistways clean and free from dirt, oil, lint, debris and stored items and to maintain each machine room in clean, neat condition. (Including painting, as required, machine room floors.)

Contractor shall renew all wire ropes as often as is necessary to maintain an adequate factor of safety and shall equalize the tension on all hoisting ropes, repair or replace

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conductor cables and hoistway and machine room elevator wiring as conditions may warrant.

Contractor also agrees, where appropriate, to short all ropes as necessary to provide continued safe operation and maintain normal traction.

Contractor also agrees to keep all guide rails free of rust, to renew all guide rollers or shoes as often as necessary to provide smooth and quiet operation, and to maintain proper tension of car and counterweight guides against the rails.

Contractor shall clean and paint equipment at regular intervals sufficient in frequency to maintain a professional appearance and preserve the life of the equipment. (Contractor shall not be responsible for cleaning any equipment made necessary beyond his reasonable control or as a result of improper janitorial or building maintenance functions.)

Contractor shall lubricate the equipment at intervals recommended by the equipment manufacturer or as dictated by the use of the equipment. All lubricants shall be suitable for the purpose intended and shall meet or exceed the minimum requirements specified by the manufacturer of the equipment to which the lubricant is applied.

Contractor shall adjust the equipment as necessary and when the operation of the equipment as necessary and when the operation of the equipment varies from its normal or originally designed performance as a result of normal wear and tear, or when necessary to preserve the useful life of a part of assembly.

Contractor shall make repairs and/or replace all worn, damaged or broken parts or components. Parts shall be replaced when worn beyond normal adjustment limits. Replacements shall also be made whenever they will prevent an unscheduled elevator shutdown, ensure continued normal operation, extend the useful life of the elevator or any of its components, or when necessary to continue safe, dependable operation in accordance with A.H.S. I. Code, or to continue performance of the equipment in accordance with original design, When more than one elevator requires repair the owner will establish priorities of accomplishment.

In performing the above indicated work, Contractor agrees to provide only genuine parts used by the manufacturer of the equipment or equal for replacement or repair, any to use only those lubricants equal to that obtained from and/or recommended by the manufacturer of the equipment.

PERFORMANCE REQUIREMENTS

Contractor agrees to maintain the minimum performance requirements of the elevator as designated.

Performance test will be made as follows:

- Floor to floor times are measured from the time the doors start to close including a typical one-floor travel and until the elevator is approximately level with the next successive floor, either up or down, and the doors $\frac{3}{4}$ open.
- Door opening times are measured from start of car door open until doors in the fully open positions.

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- Door closing times are measured from start of door close until hoistway doors are fully closed. Contract time will be those shown, or the minimum permitted by Code, whichever is greater.
- Accuracy of leveling shall be measured under all load conditions.
- Variance from rated speed, regardless of load, shall not exceed 5%, except for hydraulic elevators where a variance of 10% is permitted from empty to full load.

In accomplishing the above requirements, Contractor shall maintain a comfortable elevator ride with smooth acceleration, retardation and a soft stop. Door operation shall be quiet and positive with smooth checking at the extremes of travel in keeping with the original design capability of the equipment.

ITEMS OF ELEVATOR AND ESCALATOR EQUIPMENT NOT INCLUDED IN THIS AGREEMENT. Contractor assumes no responsibility for the following items of equipment which are not included in this agreement.

- Repairs required because of negligence, accident or misuse of the equipment by anyone other than the Contractor, his employees, subcontractors, servants or agency, or other causes beyond the Contractor's control except ordinary wear and tear.
- Repair or replacement of building items, such as hoistway or machine room walls and floors, car enclosures, including removable panels, door panels, car gates, plenum chambers, ceiling, light bulbs, elevator car handrails, mirrors and carpets except as these may be damaged or destroyed by actions of the Contractor's personnel.
- Elevator mainline and auxiliary disconnect switches, fuses and feeders to control panels.
- Lamps for machine room illumination.

SCHEDULING OF PREVENTIVE MAINTENANCE

All normal work under this Agreement will be performed during regular hours or regular working days of the elevator trade. Removal of elevators from service shall be coordinated with and approved by the Building Manager/Custodian. To the extent possible all preventive maintenance which required removal of elevators from service will be scheduled during off-peak hours of building operation. No elevator will be taken out of service during the normal business day without prior notification to the Building Manager/Custodian except under emergency conditions. Contractor shall not remove from service more than one elevator at a time in any bank of elevators (except in emergencies). Emergency circumstances are understood to be those which pose imminent possibility of equipment damage or passenger injury as judged by the Contractor's employees.

It is understood that wherever the words "adequate" or "as required" or "as necessary" are indicated in the Agreement as they relate to equipment performance they shall mean "at whatever frequency of maintenance, repair, adjustment and/or testing is required to provide the optimum level of consistent elevator operation".

EMERGENCY CALL BACK SERVICE

- Call back Service During Regular Working Hours: (Dept. of Finance)
The Contractor shall without additional charge to the Owner, provide emergency minor adjustment call back service during the Contractor's regular working hours.

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The Contractor shall respond to a call back within a maximum of 30 minutes from the time the request for service is made by the Owner's authorized personnel.

- Emergency Call Back Service During Overtime Working Hours: (Dept. of Finance)

Twenty-four hour emergency call back service shall be provided by the Contractor. The Contractor shall respond to an emergency call back within a maximum of 60 minutes from the time the request for service is made by the owner's authorized personnel. This will be at no additional expense to the State of Alabama.

- A trouble log shall be maintained by the Contractor in the machine room for each building on which the date of each call back, the reported trouble, the problem found and the corrective action taken shall be recorded. In addition, the Contractor shall be responsible for reporting this information daily to the Building Manager/Custodian so that it may also review the operational status of its elevator trouble call control log. This trouble log will become property of the State at the end of the contract period.

HOURS TO BE EXPENDED

The Contractor hereby agrees that it will spend the indicated time in performing maintenance under this agreement. These hours are to be devoted to scheduled preventive maintenance operations (examination, cleaning, lubrication, adjustments, and repairs) and shall not include call backs. These hours may not include helpers' hours. The minimum number of acceptable hours are considered to be in the Industry Standard for the level of maintenance expected as established by the State of Alabama.

The Contractor agrees that all work shall be performed by and under the supervision of skilled, sufficient number of experienced elevator service mechanics and repairman directly employed who are permanently assigned to support the execution of this Agreement for normal preventive maintenance and repair work, and who shall be qualified to keep the elevator equipment in proper and safe operating condition. The vendor will provide, upon request, a proposed staffing plan including names and title/position of personnel expected to be assigned to each location. All employees performing work under this Agreement shall be satisfactorily dressed in clean uniforms (identifying them as elevator servicemen) with acceptable demeanor and possessing full technical qualifications in the opinion of Owner and/or the Owner's agent. Any employees found to be unacceptable to the Owner or Owner's agent shall be replaced after being given reasonable notice by the Contractor.

OWNER'S RIGHT TO INSPECT AND REQUIRE WORK

Owner reserves the right to make such inspections and witness tests as are necessary to ascertain that the requirements of this agreement are being fulfilled. Contractor agrees to furnish personnel and tools necessary to conduct such tests. Deficiencies reported shall be promptly corrected at Contractor's expense. If Contractor fails to perform the work required by the terms of this Agreement in a diligent and satisfactory manner, Owner may, after 10 day written notice to Contractor, perform or cause to be performed all or any part of the work required hereunder: Contract agrees that it will reimburse Owner for any expense incurred and therefore the Owner at this election deduct the amount from any sum owing Contractor.

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The Owner's right to make inspections or tests may be exercised by its elevator consultant, as it may designate, who will, if the Owner so advises, have the same authority to inspect and test as the Owner, as provided hereunder.

The waiver by Owner of a breach of any provision of this agreement by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor.

Vendor will furnish, prior to award, a maintenance schedule form (machine room log) or other suitable written procedure depicting the method and schedule to be followed in performing elevator maintenance. Vendor may turn this information in with their bid to expedite bid evaluation and award.

Machine room logs containing a detailed schedule of full preventive maintenance with indications of frequency of task, shall be posed in each machine room and mounted on each controller. These logs shall be maintained by the contractor and may be inspected by the Owner and/or Owner's agent. When posted all logs shall become property of owner and upon completion of Contract, logs shall be presented to owners authorized representative.

The Owner/State of Alabama reserves the right to obtain the following information if requested:

-Statement as to the total number of elevators, all types, that are maintained by the Contractor's local office which will be handling the maintenance services for this contract.

-Statement that the vendor has successfully maintained, under full preventative maintenance, from the local office, elevators of similar kind and complexity. Also, the vendor/contractor will include any additional information which will help the State in evaluating the Vendor's stability, resources, and scope of experience.

-Vendor must, if requested, furnish a list of all maintenance contracts in effect as of January 1, 2018. The list is to include company, address, and contact name and phone number. The State of Alabama will have permission to inspect the quality of maintenance being performed at the vendor's current customer's sites.

CONTRACTOR TO COMPLY WITH LAWS

In the performance of this Agreement the contractor shall abide by all existing laws, codes, rules and regulations set forth by all appropriate authorities have jurisdiction in the location where the work is to be performed. Contractor shall also procure and pay for any necessary permits or licenses pertaining to the work hereunder.

Contractor shall not be required under this agreement to make other safety tests or to install new attachments as may be recommended or directed by insurance companies, federal, state, municipal or governmental authorities, not to make any replacement parts of a different design subsequent to the date of this contract, unless compensated for such installation.

All repair, parts replacement or adjustments called for hereunder shall be performed in full compliance with ANSI A17.1 Safety Code for Elevators and escalators, latest edition, and ANSI A17.1 2000 ANSI A17.2 2000 inspector's manual, latest edition, including amendments thereto.

INSURANCE

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Contractor shall at all times carry and maintain, on all operations hereunder, all of the following insurance: (Insurance certificate(s) should be submitted with the bid. Failure to do so will delay the evaluation and award. Insurance certificates must show the State of Alabama, Department of Finance, Division of Purchasing as the certificate/bond holder.)

-Commercial General Liability, minimum \$1,000,000 aggregate including property damage and bodily injury.

-Comprehensive General Liability, minimum \$500,000 per person and minimum \$1,000,000 per occurrence.

-Automobile Liability, minimum \$1,000,000 combined single limit

-Worker's Compensation sufficient under the laws of the State of Alabama, covering all persons employed by the vendor engaged in performance of the work required in this contract.

PERFORMANCE BOND

The vendor will furnish within ten state business days after receipt of notice of award, a performance bond in the amount specified below. It shall consist of a cashier's check, other type bank certified check (personal/company checks are not acceptable), bank or postal money order or surety bond issued by a company authorized to do business within the State of Alabama.

The Director of Purchasing shall be the custodian of the performance bond. The bond must reference the bid and be payable to the State of Alabama. The performance bond will be returned in a reasonable time after the Division of Purchasing has received verification that the contract has been satisfactorily completed. A new bond/updated bond will be required for with each 12-month contract period extension, to cover the life of the contract.

Performance bond amount: Total amount of bid

PERFORMANCE BY THE OWNER

The Owner (State of Alabama) agrees:

- To provide the Contractor access to the elevator equipment
- To keep the elevator pit(s) and motor room(s) free from water
- To be responsible for removing water from elevator pits and maintaining the drainage facilities for the pits, or for damage therefrom
- Not to use the elevator machine room and equipment spaces for storage
- To be responsible for refinishing of cabs, hoistways, or equipment room interiors
- To be responsible for the maintenance of car lighting, florescent tubes, florescent ballasts and starts
- To be responsible for the main safety switch providing electricity to the equipment
- To be responsible for the maintenance and service of the lights in the equipment room and penthouse

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- To be responsible for the maintenance and service of all telephones installed in the cards or the equipment pertaining thereto except for the wiring between the car and control board
- To report to the Contractor any conditions which may indicate the need for correction before the next regularly scheduled examination
- That the contractor does not at any time assume possession of control of any part of the equipment, but such remains the State's exclusively as the owner thereof.

TERM OF CONTRACT

Establish a 12 month contract with an option to extend for a second, third, fourth, and fifth 12 month period with the same pricing, terms and conditions. The second, third, fourth, or fifth 12 month period, if agreed by both parties, would begin the day after the first, second, third, or fourth 12 month period expires. And successive extension must have written approval of both the state and vendor no later than 30 days prior to expiration of the previous 12 month period.

PAYMENT

Contractor shall submit to the owner by the fifth working day of the month, a valid invoice in triplicate for the services provided under this agreement during the preceding month.

Under no circumstances shall the commitments of obligations contained in the agreement constitute a debt of the State of Alabama as prohibited by Section 213, Constitution of Alabama of 1901, as amended.

SPECIAL CONDITIONS

- No elevator will be removed from service, except in cases of hazard to life, without prior clearance with designated owner's representative
- When an elevator is out of service for whatever reason for the performance of maintenance, signs shall be placed at all floor entrances to that elevator indicating that the elevator is out of service.

PREVIOUS PRESENTATIONS

All previous communications or agreements, written or verbal, are hereby abrogated and this writing constitutes the whole specification when attached to proper order.

This agreement shall be interpreted in accordance with the laws of the State of Alabama.

Administrative fee:

Awarded bidder(s) are to pay the State an administrative fee for all sales paid under this contract. This fee will be 1% (0.01) of the total dollar amount for all sales paid. The fee is to be remitted the first month of each quarter before the 20th and will represent a single, one-time payment for all sales paid during the prior quarter and as adjusted for errors associated with earlier quarters. This fee is not to be listed as a separate cost on invoices. The awarded bidder(s) will be required to provide a summary report each

190000000082	Document Phase Final	Document Description MA-Statewide Elevator Maintenance (Finance Region)	Page 16 of 16
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quarter before the 20th listing sales paid during the prior calendar quarter. This report is to include the quarter being reported, the master agreement number, purchasing entity, sales amount, and fee amount. A report is due even when there is no activity. This report is to be sent electronically to telecom.admin@oit.alabama.gov. A copy of the summary report is to also accompany the payment. The remittance is to be identified with the reporting quarter and master agreement number. Failure to comply with provisions of this paragraph will be grounds for termination of the contract(s).

Reports and Payments will be due according to the following schedule:

October, November, December – Due by January 20th

January, February, March – Due by April 20th

April, May, June – Due by July 20th

July, August, September – Due by October 20th

Remittance is to be payable to the "State of Alabama Department of Finance" and be sent to:

Alabama Department of Finance
Division of Accounting and Administration
PO Box 300658
Montgomery, Alabama 36130-0658



**State of Alabama
Department of Finance
Division of Purchasing
Master Agreement**

New

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 999 190000000083

NOT TO EXCEED AMOUNT:

Begin Date: 01/01/2019

Procurement Folder: 704409

Expiration Date: 12/31/2019

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 12/19/18

Version Number: 1

CONTACT INFORMATION

REQUESTOR:

Kerri Hines
334-242-4610
kerri.hines@purchasing.alabama.gov

ISSUER:

Kerri Hines
334-242-4610
kerri.hines@purchasing.alabama.gov

BUYER:

Kerri Hines
334-242-4610
kerri.hines@purchasing.alabama.gov

CONTRACT DESCRIPTION

MA-Statewide Elevator Maintenance (AL Supreme Court)

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VC000054674: Diversified Elevator Service
DBA: Equipment Company Inc
297 State Hwy 143

Millbrook AL 36054

Contact:

Chris Walker
3342853863
Chris@Diversifiedelevator.Net

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	MO	\$2,990.000000	\$0.00			\$0.00	\$0.00

91013 - Elevator Installation, Maintenance, Repair and Inspection Se
 Elevator Maintenance (Supreme Court of AL)
 Elevator Maintenance, in accordance with the "State of Alabama Specification for Vertical Transportation Equipment Maintenance Service"

Supreme Court of Alabama
 300 Dexter Avenue
 Montgomery, AL. 36104

Equipment: Passenger/Traction
 MFR: Dover
 Cap/Speed: 3500/350
 Qty: 4

Equip: Passenger Hydraulic
 MFR: Dover
 Cap/Speed: 3500/150
 Qty: 1

Hours to be expended- 6 hours weekly
 contact: Graham George (334) 242-4771

Final

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

Approved: 
Purchasing Director

APPROVALS			
Date	Status Before	Status After	Approver

19000000083	Document Phase Final	Document Description MA-Statewide Elevator Maintenance (AL Supreme Court)	Page 3 of 12
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Master Agreement

Specifications for Vertical Transportation

Equipment Maintenance Service

Maintenance of the Vertical Transportation Equipment is vital to the safe and efficient operation of the State buildings involved and to the satisfactory daily functioning of all individuals utilizing these buildings.

AWARD:

Award will be made "all or none" to the lowest responsible bidder meeting all specifications. Past performance may be considered in determining a bidder's responsibility. A bidder having negative past performance during the three years immediately preceding this solicitation of which the State or its agencies is aware may result in a bidder being excluded from consideration for award. The elevators are separated into regions. Each Region will have its own solicitation.

FINANCE REGION REQUIREMENTS:

- Vendors MUST have an established office in Montgomery County for at least five (5) years.
- MUST have at least four (4) full time service technicians reporting to their Montgomery County office on a daily basis.
- Bidder MUST show proof of continuing education classes.

DUTIES AND RESPONSIBILITIES OF CONTRACTOR:

Contractor shall furnish all supplies, parts, components, materials, maintenance service vehicles, labor, labor supervision, tools, test equipment, special equipment and lubricants necessary to provide full preventative maintenance, adjustment, replacement and repair service for the complete vertical transportation system.

The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence as well as that resulting from acts of his employees, agency, and subcontractors. The Contractor shall save and keep harmless the State of Alabama against any or all lost cost, damage claim expenses or liability in connection with the performance of this contract.

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment and vegetation (such as trees, shrubs, and grass) on State of Alabama property. In the event the Contractor fails to do so and damages any such buildings, equipment or vegetation, he shall replace or repair the damage at no expense to the State. If the vendor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost thereof which may be deducted from the contract price.

The Contractor's representative(s) shall log in and out each day in any State building or facility. Suitable arrangements shall be made with the contact person(s) listed on the contract.

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If repair work at overtime hours is required and ordered on other than emergency calls, the Contractor shall be responsible for the payment of their personnel. No work outside the scope of this contract shall be performed without prior approval from the agency contact.

The Contractor shall notify the agency (in writing) immediately of the existence of, or the development of any defects in, or repairs required to the elevator plant. Also, he shall furnish a written estimate of the cost to make final determination as to Contractor or State responsibility.

WARRANTY OF SERVICES:

Notwithstanding inspection and acceptance by the State of Alabama or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will free from defects in workmanship and will conform to the requirements of this contract at time of acceptance. The State of Alabama shall give written notice of any such defect or non-conformance to the Contractor. Such notice shall state either (1) that the Contractor shall correct or re-perform any defective or non-conforming services, or (2) that the State of Alabama does not require correction or replacement. If the Contractor is required to correct or re-perform, it shall be at no cost to the State, and any services corrected or re-performed by the Contractor pursuant to this clause, will adhere to the same extent of work initially performed.

WEEKLY/BIWEEKLY SERVICES:

Unless otherwise stated, the Contractor shall have at least one of his competent mechanics to report weekly (or biweekly, depending on what is written in the contract) to the custodian in charge and said mechanic shall proceed to make all repairs and adjustments required to keep the elevator equipment in safe and first class operating condition. This work shall also include regular and systematic inspection on all elevator equipment and adjustment or replacement of all work or deteriorated parts, furnishing all apparatuses for testing.

SCOPE OF WORK:

Contractor shall be responsible for regular, responsive and systematic execution of the work items included in this agreement as follow:

Complete Maintenance: Contractor agrees to regularly and systematically examine, clean, lubricate and adjust the vertical transportation equipment and provide unlimited call back service during regular working hours and, as conditions warrant, in the judgement of the agency, repair or replace all portions of the equipment included under this contract, including but not limited to the following:

Elevator machines, including worms, gears, thrust bearing, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, brake contacts, linings and all other components and parts of the machine and brake.

Hoist motors, solid state motor drives, including motor windings, rotating elements, including commutators, brushes, brush holders and bearings, and all other components and parts.

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Hydraulic plungers, packing, pump motors, pumps, belts, pullies, valves, mufflers, piping and connections (except those beneath the ground), silencers, tanks or oil reservoirs, hydraulic system oil and all other related components and parts.

Controllers, selectors and dispatching equipment, including all relays, solid state components, resistors, condensers, transformers, contacts, leads, dashpots, leads, dashpots, timing devices, computer devices, steel selector tape (or cable) and mechanical and electrical driving equipment, and all other components and parts:

Governors, including governor sheave and shaft assemblies, bearings, contacts and governor jaws, and car and counterweight safeties and buffers.

Deflectors or secondary sheaves including bearings, car and counterweight buffers, car and counterweight guide rails, top and bottom limit switches, governor tension sheave assembly, compensating sheave assembly, counterweight guide shoes including rollers or gibs, inductors, cams, tapes:

Hoistway door interlocks, hoistway door hangers, bottom door guides and auxiliary door closing devices.

Automatic power operated door operators, including door drive chains, sheaves, belts, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanism, platforms, and elevator car roller guides.

Alarm bells, emergency stop switches, emergency car lights and batteries:

Car and Corridor operating stations, car fan, car and corridor signals and fixtures including lights, dials, or read-out indicators.

THE CONTRACTOR ALSO AGREES:

To examine periodically all safety devices and governors and conduct annual no load test, and each fifth year subsequent to the previous testing date perform a full load, full speed test of safety mechanism, overhead speed governors and car and counterweight buffers on all traction elevators and each third year subsequent to the previous testing date, on hydraulic elevators per A.H.S/1.A17.1 Code. The car balance will be checked, and the governor set. If required, the governor will be re-calibrated and sealed for proper tripping speed, and rails will be refilled to restore and smooth running surface. All required testing shall be accomplished within the first 90 days of Contract.

Written reports of said tests shall be submitted to Owner and/or Owner's agency within 15 days of test completion and in the case of running safety tests, prior notification shall be given so that a Building Manager/Custodian of the owner may be present.

Contractors also agrees to drain and flush hoist machine gear cases and bearing oil reservoirs annual and refill with the proper type and grade of oil. Where applicable, door operators shall be similarly drained, flushes and refilled annually.

Contractors also agrees to keep car tops, pits and hoistways clean and free from dirt, oil, lint, debris and stored items and to maintain each machine room in clean, neat condition. (Including painting, as required, machine room floors.)

Contractor shall renew all wire ropes as often as is necessary to maintain an adequate factor of safety and shall equalize the tension on all hoisting ropes, repair or replace

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conductor cables and hoistway and machine room elevator wiring as conditions may warrant.

Contractor also agrees, where appropriate, to short all ropes as necessary to provide continued safe operation and maintain normal traction.

Contractor also agrees to keep all guide rails free of rust, to renew all guide rollers or shoes as often as necessary to provide smooth and quiet operation, and to maintain proper tension of car and counterweight guides against the rails.

Contractor shall clean and paint equipment at regular intervals sufficient in frequency to maintain a professional appearance and preserve the life of the equipment. (Contractor shall not be responsible for cleaning any equipment made necessary beyond his reasonable control or as a result of improper janitorial or building maintenance functions.)

Contractor shall lubricate the equipment at intervals recommended by the equipment manufacturer or as dictated by the use of the equipment. All lubricants shall be suitable for the purpose intended and shall meet or exceed the minimum requirements specified by the manufacturer of the equipment to which the lubricant is applied.

Contractor shall adjust the equipment as necessary and when the operation of the equipment as necessary and when the operation of the equipment varies from its normal or originally designed performance as a result of normal wear and tear, or when necessary to preserve the useful life of a part of assembly.

Contractor shall make repairs and/or replace all worn, damaged or broken parts or components. Parts shall be replaced when worn beyond normal adjustment limits. Replacements shall also be made whenever they will prevent an unscheduled elevator shutdown, ensure continued normal operation, extend the useful life of the elevator or any of its components, or when necessary to continue safe, dependable operation in accordance with A.H.S. I. Code, or to continue performance of the equipment in accordance with original design, When more than one elevator requires repair the owner will establish priorities of accomplishment.

In performing the above indicated work, Contractor agrees to provide only genuine parts used by the manufacturer of the equipment or equal for replacement or repair, any to use only those lubricants equal to that obtained from and/or recommended by the manufacturer of the equipment.

PERFORMANCE REQUIREMENTS

Contractor agrees to maintain the minimum performance requirements of the elevator as designated.

Performance test will be made as follows:

- Floor to floor times are measured from the time the doors start to close including a typical one-floor travel and until the elevator is approximately level with the next successive floor, either up or down, and the doors $\frac{3}{4}$ open.
- Door opening times are measured from start of car door open until doors in the fully open positions.

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- Door closing times are measured from start of door close until hoistway doors are fully closed. Contract time will be those shown, or the minimum permitted by Code, whichever is greater.
- Accuracy of leveling shall be measured under all load conditions.
- Variance from rated speed, regardless of load, shall not exceed 5%, except for hydraulic elevators where a variance of 10% is permitted from empty to full load.

In accomplishing the above requirements, Contractor shall maintain a comfortable elevator ride with smooth acceleration, retardation and a soft stop. Door operation shall be quiet and positive with smooth checking at the extremes of travel in keeping with the original design capability of the equipment.

ITEMS OF ELEVATOR AND ESCALATOR EQUIPMENT NOT INCLUDED IN THIS AGREEMENT. Contractor assumes no responsibility for the following items of equipment which are not included in this agreement.

- Repairs required because of negligence, accident or misuse of the equipment by anyone other than the Contractor, his employees, subcontractors, servants or agency, or other causes beyond the Contractor's control except ordinary wear and tear.
- Repair or replacement of building items, such as hoistway or machine room walls and floors, car enclosures, including removable panels, door panels, car gates, plenum chambers, ceiling, light bulbs, elevator car handrails, mirrors and carpets except as these may be damaged or destroyed by actions of the Contractor's personnel.
- Elevator mainline and auxiliary disconnect switches, fuses and feeders to control panels.
- Lamps for machine room illumination.

SCHEDULING OF PREVENTIVE MAINTENANCE

All normal work under this Agreement will be performed during regular hours or regular working days of the elevator trade. Removal of elevators from service shall be coordinated with and approved by the Building Manager/Custodian. To the extent possible all preventive maintenance which required removal of elevators from service will be scheduled during off-peak hours of building operation. No elevator will be taken out of service during the normal business day without prior notification to the Building Manager/Custodian except under emergency conditions. Contractor shall not remove from service more than one elevator at a time in any bank of elevators (except in emergencies). Emergency circumstances are understood to be those which pose imminent possibility of equipment damage or passenger injury as judged by the Contractor's employees.

It is understood that wherever the words "adequate" or "as required" or "as necessary" are indicated in the Agreement as they relate to equipment performance they shall mean "at whatever frequency of maintenance, repair, adjustment and/or testing is required to provide the optimum level of consistent elevator operation".

EMERGENCY CALL BACK SERVICE

- Call back Service During Regular Working Hours: (Dept. of Finance)
The Contractor shall without additional charge to the Owner, provide emergency minor adjustment call back service during the Contractor's regular working hours.

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The Contractor shall respond to a call back within a maximum of 30 minutes from the time the request for service is made by the Owner's authorized personnel.

- Emergency Call Back Service During Overtime Working Hours: (Dept. of Finance)

Twenty-four hour emergency call back service shall be provided by the Contractor. The Contractor shall respond to an emergency call back within a maximum of 60 minutes from the time the request for service is made by the owner's authorized personnel. This will be at no additional expense to the State of Alabama.

- A trouble log shall be maintained by the Contractor in the machine room for each building on which the date of each call back, the reported trouble, the problem found and the corrective action taken shall be recorded. In addition, the Contractor shall be responsible for reporting this information daily to the Building Manager/Custodian so that it may also review the operational status of its elevator trouble call control log. This trouble log will become property of the State at the end of the contract period.

HOURS TO BE EXPENDED

The Contractor hereby agrees that it will spend the indicated time in performing maintenance under this agreement. These hours are to be devoted to scheduled preventive maintenance operations (examination, cleaning, lubrication, adjustments, and repairs) and shall not include call backs. These hours may not include helpers' hours. The minimum number of acceptable hours are considered to be in the Industry Standard for the level of maintenance expected as established by the State of Alabama.

The Contractor agrees that all work shall be performed by and under the supervision of skilled, sufficient number of experienced elevator service mechanics and repairman directly employed who are permanently assigned to support the execution of this Agreement for normal preventive maintenance and repair work, and who shall be qualified to keep the elevator equipment in proper and safe operating condition. The vendor will provide, upon request, a proposed staffing plan including names and title/position of personnel expected to be assigned to each location. All employees performing work under this Agreement shall be satisfactorily dressed in clean uniforms (identifying them as elevator servicemen) with acceptable demeanor and possessing full technical qualifications in the opinion of Owner and/or the Owner's agent. Any employees found to be unacceptable to the Owner or Owner's agent shall be replaced after being given reasonable notice by the Contractor.

OWNER'S RIGHT TO INSPECT AND REQUIRE WORK

Owner reserves the right to make such inspections and witness tests as are necessary to ascertain that the requirements of this agreement are being fulfilled. Contractor agrees to furnish personnel and tools necessary to conduct such tests. Deficiencies reported shall be promptly corrected at Contractor's expense. If Contractor fails to perform the work required by the terms of this Agreement in a diligent and satisfactory manner, Owner may, after 10 day written notice to Contractor, perform or cause to be performed all or any part of the work required hereunder: Contract agrees that it will reimburse Owner for any expense incurred and therefore the Owner at this election deduct the amount from any sum owing Contractor.

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The Owner's right to make inspections or tests may be exercised by its elevator consultant, as it may designate, who will, if the Owner so advises, have the same authority to inspect and test as the Owner, as provided hereunder.

The waiver by Owner of a breach of any provision of this agreement by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor.

Vendor will furnish, prior to award, a maintenance schedule form (machine room log) or other suitable written procedure depicting the method and schedule to be followed in performing elevator maintenance. Vendor may turn this information in with their bid to expedite bid evaluation and award.

Machine room logs containing a detailed schedule of full preventive maintenance with indications of frequency of task, shall be posted in each machine room and mounted on each controller. These logs shall be maintained by the contractor and may be inspected by the Owner and/or Owner's agent. When posted all logs shall become property of owner and upon completion of Contract, logs shall be presented to owners authorized representative.

The Owner/State of Alabama reserves the right to obtain the following information if requested:

- Statement as to the total number of elevators, all types, that are maintained by the Contractor's local office which will be handling the maintenance services for this contract.

- Statement that the vendor has successfully maintained, under full preventative maintenance, from the local office, elevators of similar kind and complexity. Also, the vendor/contractor will include any additional information which will help the State in evaluating the Vendor's stability, resources, and scope of experience.

- Vendor must, if requested, furnish a list of all maintenance contracts in effect as of January 1, 2018. The list is to include company, address, and contact name and phone number. The State of Alabama will have permission to inspect the quality of maintenance being performed at the vendor's current customer's sites.

CONTRACTOR TO COMPLY WITH LAWS

In the performance of this Agreement the contractor shall abide by all existing laws, codes, rules and regulations set forth by all appropriate authorities have jurisdiction in the location where the work is to be performed. Contractor shall also procure and pay for any necessary permits or licenses pertaining to the work hereunder.

Contractor shall not be required under this agreement to make other safety tests or to install new attachments as may be recommended or directed by insurance companies, federal, state, municipal or governmental authorities, not to make any replacement parts of a different design subsequent to the date of this contract, unless compensated for such installation.

All repair, parts replacement or adjustments called for hereunder shall be performed in full compliance with ANSI A17.1 Safety Code for Elevators and escalators, latest edition, and ANSI A17.2 2000 inspector's manual, latest edition, including amendments thereto.

INSURANCE

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Contractor shall at all times carry and maintain, on all operations hereunder, all of the following insurance: (Insurance certificate(s) should be submitted with the bid. Failure to do so will delay the evaluation and award. Insurance certificates must show the State of Alabama, Department of Finance, Division of Purchasing as the certificate/bond holder.)

-Commercial General Liability, minimum \$1,000,000 aggregate including property damage and bodily injury.

-Comprehensive General Liability, minimum \$500,000 per person and minimum \$1,000,000 per occurrence.

-Automobile Liability, minimum \$1,000,000 combined single limit

-Worker's Compensation sufficient under the laws of the State of Alabama, covering all persons employed by the vendor engaged in performance of the work required in this contract.

PERFORMANCE BOND

The vendor will furnish within ten state business days after receipt of notice of award, a performance bond in the amount specified below. It shall consist of a cashier's check, other type bank certified check (personal/company checks are not acceptable), bank or postal money order or surety bond issued by a company authorized to do business within the State of Alabama.

The Director of Purchasing shall be the custodian of the performance bond. The bond must reference the bid and be payable to the State of Alabama. The performance bond will be returned in a reasonable time after the Division of Purchasing has received verification that the contract has been satisfactorily completed. A new bond/updated bond will be required for with each 12-month contract period extension, to cover the life of the contract.

Performance bond amount: Total amount of bid

PERFORMANCE BY THE OWNER

The Owner (State of Alabama) agrees:

- To provide the Contractor access to the elevator equipment
- To keep the elevator pit(s) and motor room(s) free from water
- To be responsible for removing water from elevator pits and maintaining the drainage facilities for the pits, or for damage therefrom
- Not to use the elevator machine room and equipment spaces for storage
- To be responsible for refinishing of cabs, hoistways, or equipment room interiors
- To be responsible for the maintenance of car lighting, florescent tubes, florescent ballasts and starts
- To be responsible for the main safety switch providing electricity to the equipment
- To be responsible for the maintenance and service of the lights in the equipment room and penthouse

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- To be responsible for the maintenance and service of all telephones installed in the cards or the equipment pertaining thereto except for the wiring between the car and control board
- To report to the Contractor any conditions which may indicate the need for correction before the next regularly scheduled examination
- That the contractor does not at any time assume possession of control of any part of the equipment, but such remains the State's exclusively as the owner thereof.

TERM OF CONTRACT

Establish a 12 month contract with an option to extend for a second, third, fourth, and fifth 12 month period with the same pricing, terms and conditions. The second, third, fourth, or fifth 12 month period, if agreed by both parties, would begin the day after the first, second, third, or fourth 12 month period expires. And successive extension must have written approval of both the state and vendor no later than 30 days prior to expiration of the previous 12 month period.

PAYMENT

Contractor shall submit to the owner by the fifth working day of the month, a valid invoice in triplicate for the services provided under this agreement during the preceding month.

Under no circumstances shall the commitments of obligations contained in the agreement constitute a debt of the State of Alabama as prohibited by Section 213, Constitution of Alabama of 1901, as amended.

SPECIAL CONDITIONS

- No elevator will be removed from service, except in cases of hazard to life, without prior clearance with designated owner's representative
- When an elevator is out of service for whatever reason for the performance of maintenance, signs shall be placed at all floor entrances to that elevator indicating that the elevator is out of service.

PREVIOUS PRESENTATIONS

All previous communications or agreements, written or verbal, are hereby abrogated and this writing constitutes the whole specification when attached to proper order.

This agreement shall be interpreted in accordance with the laws of the State of Alabama.

Administrative fee:

Awarded bidder(s) are to pay the State an administrative fee for all sales paid under this contract. This fee will be 1% (0.01) of the total dollar amount for all sales paid. The fee is to be remitted the first month of each quarter before the 20th and will represent a single, one-time payment for all sales paid during the prior quarter and as adjusted for errors associated with earlier quarters. This fee is not to be listed as a separate cost on invoices. The awarded bidder(s) will be required to provide a summary report each

190000000083	Document Phase Final	Document Description MA-Statewide Elevator Maintenance (AL Supreme Court)	Page 12 of 12
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quarter before the 20th listing sales paid during the prior calendar quarter. This report is to include the quarter being reported, the master agreement number, purchasing entity, sales amount, and fee amount. A report is due even when there is no activity. This report is to be sent electronically to telecom.admin@oit.alabama.gov. A copy of the summary report is to also accompany the payment. The remittance is to be identified with the reporting quarter and master agreement number. Failure to comply with provisions of this paragraph will be grounds for termination of the contract(s).

Reports and Payments will be due according to the following schedule:

October, November, December – Due by January 20th

January, February, March – Due by April 20th

April, May, June – Due by July 20th

July, August, September – Due by October 20th

Remittance is to be payable to the "State of Alabama Department of Finance" and be sent to:

Alabama Department of Finance
Division of Accounting and Administration
PO Box 300658
Montgomery, Alabama 36130-0658



State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

New

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 999 190000000084

NOT TO EXCEED AMOUNT:

Begin Date: 01/01/2019

Procurement Folder: 709564

Expiration Date: 12/31/2019

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 12/19/18

Version Number: 1

CONTACT INFORMATION

REQUESTOR:

Kerri Hines
334-242-4610
kerri.hines@purchasing.alabama.gov

ISSUER:

Kerri Hines
334-242-4610
kerri.hines@purchasing.alabama.gov

BUYER:

Kerri Hines
334-242-4610
kerri.hines@purchasing.alabama.gov

CONTRACT DESCRIPTION

MA-Statewide Elevator Maintenance (Northwest Region)

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VC000054674: Diversified Elevator Service
DBA: Equipment Company Inc
297 State Hwy 143

Millbrook AL 36054

Contact:

Chris Walker
3342853863
Chris@Diversifiedelevator.Net

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	MO	\$468.000000	\$0.00			\$0.00	\$0.00

91013 - Elevator Installation, Maintenance, Repair and Inspection Se
 Elevator Maintenance-Walker County DHR & FS
 Elevator Maintenance, in accordance with the "State of Alabama Specification for Vertical Transportation Equipment Maintenance Service"

Department of Human Resources
 Walker County DHR & FS
 1901 Highway 78 East
 Jasper, AL. 35501

Equipment: Hydro Passenger/ Single action
 MFR: Bagby
 Cap/Speed: 2500/125
 Qty: 1

Equip: Dumbwaiter
 MFR: Energy
 Cap/Speed: 300/50
 Qty: 1

Hours to be expended- 2 hours bi-weekly
 contact: Lisa Aaron (205) 387-5403

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	MO	\$468.000000	\$0.00			\$0.00	\$0.00

91013 - Elevator Installation, Maintenance, Repair and Inspection Se
 Elevator Maintenance-ALDOT 5th Division Tuscaloosa
 Elevator Maintenance, in accordance with the "State of Alabama Specification for Vertical Transportation Equipment Maintenance Service"

AL. Dept. of Transportation
 5th Division
 2715 Skyland Blvd.
 Tuscaloosa, AL. 35405

Equipment: Passenger Hydraulic
 MFR: Dover
 Cap/Speed: 2100/100
 Qty: 1

Hours to be expended- 2 hours bi-weekly
 contact: Kevin Long (205)554-3235 or Keith Daly (205)507-4499

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0	MO	\$468.000000	\$0.00			\$0.00	\$0.00

91013 - Elevator Installation, Maintenance, Repair and Inspection Se
 Elevator Maintenance-Military Armed Forces Reserve Center

COMMODITY / SERVICE INFORMATION

Elevator Maintenance, in accordance with the "State of Alabama Specification for Vertical Transportation Equipment Maintenance Service"

Military Department
 Armed Forces Reserve Center
 4991 Newburg Rd.
 Haleyville, AL. 35565

Equipment: Passenger Hydraulic
 MFR: Thyssenkrup
 Cap/Speed: 3000/100
 Qty: 1

Hours to be expended- 2 hours bi-weekly

contact: Ted Gilbert (334) 213-7755

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0	MO	\$468.000000	\$0.00			\$0.00	\$0.00

91013 - Elevator Installation, Maintenance, Repair and Inspection Se
 Elevator Maintenance-Tuscaloosa
 County Public Health
 Elevator Maintenance, in accordance with the "State of Alabama Specification for Vertical Transportation Equipment Maintenance Service"

Department of Public Health
 Tuscaloosa County
 2350 Hargrove Rd. East
 Tuscaloosa, AL. 35405

Final

Equipment: Hydraulic Passenger
 MFR: Otis
 Cap/Speed: 2100/125
 Qty: 2

Hours to be expended- 2 hours bi-weekly ***agency wants only one visit a month to this location, total would be 4 hours monthly

contact: Vonda Gee (205)562-6916

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

Approved:



Purchasing Director

APPROVALS			
Date	Status Before	Status After	Approver

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Specifications for Vertical Transportation Equipment Maintenance Service

Maintenance of the Vertical Transportation Equipment is vital to the safe and efficient operation of the State buildings involved and to the satisfactory daily functioning of all individuals utilizing these buildings.

AWARD:

Award will be made "all or none" to the lowest responsible bidder meeting all specifications. Past performance may be considered in determining a bidder's responsibility. A bidder having negative past performance during the three years immediately preceding this solicitation of which the State or its agencies is aware may result in a bidder being excluded from consideration for award. The elevators are separated into regions. Each Region will have its own solicitation.

DUTIES AND RESPONSIBILITIES OF CONTRACTOR:

Contractor shall furnish all supplies, parts, components, materials, maintenance service vehicles, labor, labor supervision, tools, test equipment, special equipment and lubricants necessary to provide full preventative maintenance, adjustment, replacement and repair service for the complete vertical transportation system.

The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence as well as that resulting from acts of his employees, agency, and subcontractors. The Contractor shall save and keep harmless the State of Alabama against any or all lost cost, damage claim expenses or liability in connection with the performance of this contract.

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment and vegetation (such as trees, shrubs, and grass) on State of Alabama property. In the event the Contractor fails to do so and damages any such buildings, equipment or vegetation, he shall replace or repair the damage at no expense to the State. If the vendor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost thereof which may be deducted from the contract price.

The Contractor's representative(s) shall log in and out each day in any State building or facility. Suitable arrangements shall be made with the contact person(s) listed on the contract.

If repair work at overtime hours is required and ordered on other than emergency calls, the Contractor shall be responsible for the payment of their personnel. No work outside the scope of this contract shall be performed without prior approval from the agency contact.

The Contractor shall notify the agency (in writing) immediately of the existence of, or the development of any defects in, or repairs required to the elevator plant. Also, he shall furnish a written estimate of the cost to make final determination as to Contractor or State responsibility.

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WARRANTY OF SERVICES:

Notwithstanding inspection and acceptance by the State of Alabama or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will free from defects in workmanship and will conform to the requirements of this contract at time of acceptance. The State of Alabama shall give written notice of any such defect or non-conformance to the Contractor. Such notice shall state either (1) that the Contractor shall correct or re-perform any defective or non-conforming services, or (2) that the State of Alabama does not require correction or replacement. If the Contractor is required to correct or re-perform, it shall be at no cost to the State, and any services corrected or re-performed by the Contractor pursuant to this clause, will adhere to the same extent of work initially performed.

WEEKLY/BIWEEKLY SERVICES:

Unless otherwise stated, the Contractor shall have at least one of his competent mechanics to report weekly (or biweekly, depending on what is written in the contract) to the custodian in charge and said mechanic shall proceed to make all repairs and adjustments required to keep the elevator equipment in safe and first class operating condition. This work shall also include regular and systematic inspection on all elevator equipment and adjustment or replacement of all work or deteriorated parts, furnishing all apparatuses for testing.

SCOPE OF WORK:

Contractor shall be responsible for regular, responsive and systematic execution of the work items included in this agreement as follow:

Complete Maintenance: Contractor agrees to regularly and systematically examine, clean, lubricate and adjust the vertical transportation equipment and provide unlimited call back service during regular working hours and, as conditions warrant, in the judgement of the agency, repair or replace all portions of the equipment included under this contract, including but not limited to the following:

Elevator machines, including worms, gears, thrust bearing, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, brake contacts, linings and all other components and parts of the machine and brake.

Hoist motors, solid state motor drives, including motor windings, rotating elements, including commutators, brushes, brush holders and bearings, and all other components and parts.

Hydraulic plungers, packing, pump motors, pumps, belts, pullies, valves, mufflers, piping and connections (except those beneath the ground), silencers, tanks or oil reservoirs, hydraulic system oil and all other related components and parts.

Controllers, selectors and dispatching equipment, including all relays, solid state components, resistors, condensers, transformers, contacts, leads, dashpots, leads, dashpots, timing devices, computer devices, steel selector tape (or cable) and mechanical and electrical driving equipment, and all other components and parts:

Governors, including governor sheave and shaft assemblies, bearings, contacts and governor jaws, and car and counterweight safeties and buffers.

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Deflectors or secondary sheaves including bearings, car and counterweight buffers, car and counterweight guide rails, top and bottom limit switches, governor tension sheave assembly, compensating sheave assembly, counterweight guide shoes including rollers or gibs, inductors, cams, tapes:

Hoistway door interlocks, hoistway door hangers, bottom door guides and auxiliary door closing devices.

Automatic power operated door operators, including door drive chains, sheaves, belts, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanism, platforms, and elevator car roller guides.

Alarm bells, emergency stop switches, emergency car lights and batteries:

Car and Corridor operating stations, car fan, car and corridor signals and fixtures including lights, dials, or read-out indicators.

THE CONTRACTOR ALSO AGREES:

To examine periodically all safety devices and governors and conduct annual no load test, and each fifth year subsequent to the previous testing date perform a full load, full speed test of safety mechanism, overhead speed governors and car and counterweight buffers on all traction elevators and each third year subsequent to the previous testing date, on hydraulic elevators per A.H.S/1.A17.1 Code. The car balance will be checked, and the governor set. If required, the governor will be re-calibrated and sealed for proper tripping speed, and rails will be refilled to restore and smooth running surface. All required testing shall be accomplished within the first 90 days of Contract.

Written reports of said tests shall be submitted to Owner and/or Owner's agency within 15 days of test completion and in the case of running safety tests, prior notification shall be given so that a Building Manager/Custodian of the owner may be present.

Contractors also agrees to drain and flush hoist machine gear cases and bearing oil reservoirs annual and refill with the proper type and grade of oil. Where applicable, door operators shall be similarly drained, flushes and refilled annually.

Contractors also agrees to keep car tops, pits and hoistways clean and free from dirt, oil, lint, debris and stored items and to maintain each machine room in clean, neat condition. (Including painting, as required, machine room floors.)

Contractor shall renew all wire ropes as often as is necessary to maintain an adequate factor of safety and shall equalize the tension on all hoisting ropes, repair or replace conductor cables and hoistway and machine room elevator wiring as conditions may warrant.

Contractor also agrees, where appropriate, to short all ropes as necessary to provide continued safe operation and maintain normal traction.

Contractor also agrees to keep all guide rails free of rust, to renew all guide rollers or shoes as often as necessary to provide smooth and quiet operation, and to maintain proper tension of car and counterweight guides against the rails.

Contractor shall clean and paint equipment at regular intervals sufficient in frequency to maintain a professional appearance and preserve the life of the equipment. (Contractor shall not be responsible for cleaning any equipment made necessary beyond his

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reasonable control or as a result of improper janitorial or building maintenance functions.)

Contractor shall lubricate the equipment at intervals recommended by the equipment manufacturer or as dictated by the use of the equipment. All lubricants shall be suitable for the purpose intended and shall meet or exceed the minimum requirements specified by the manufacturer of the equipment to which the lubricant is applied.

Contractor shall adjust the equipment as necessary and when the operation of the equipment as necessary and when the operation of the equipment varies from its normal or originally designed performance as a result of normal wear and tear, or when necessary to preserve the useful life of a part of assembly.

Contractor shall make repairs and/or replace all worn, damaged or broken parts or components. Parts shall be replaced when worn beyond normal adjustment limits. Replacements shall also be made whenever they will prevent an unscheduled elevator shutdown, ensure continued normal operation, extend the useful life of the elevator or any of its components, or when necessary to continue safe, dependable operation in accordance with A.H.S. I. Code, or to continue performance of the equipment in accordance with original design, When more than one elevator requires repair the owner will establish priorities of accomplishment.

In performing the above indicated work, Contractor agrees to provide only genuine parts used by the manufacturer of the equipment or equal for replacement or repair, any to use only those lubricants equal to that obtained from and/or recommended by the manufacturer of the equipment.

PERFORMANCE REQUIREMENTS

Contractor agrees to maintain the minimum performance requirements of the elevator as designated.

Performance test will be made as follows:

- Floor to floor times are measured from the time the doors start to close including a typical one-floor travel and until the elevator is approximately level with the next successive floor, either up or down, and the doors $\frac{3}{4}$ open.
- Door opening times are measured from start of car door open until doors in the fully open positions.
- Door closing times are measured from start of door close until hoistway doors are fully closed. Contract time will be those shown, or the minimum permitted by Code, whichever is greater.
- Accuracy of leveling shall be measured under all load conditions.
- Variance from rated speed, regardless of load, shall not exceed 5%, except for hydraulic elevators where a variance of 10% is permitted from empty to full load.

In accomplishing the above requirements, Contractor shall maintain a comfortable elevator ride with smooth acceleration, retardation and a soft stop. Door operation shall be quiet and positive with smooth checking at the extremes of travel in keeping with the original design capability of the equipment.

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ITEMS OF ELEVATOR AND ESCALATOR EQUIPMENT NOT INCLUDED IN THIS AGREEMENT. Contractor assumes no responsibility for the following items of equipment which are not included in this agreement.

- Repairs required because of negligence, accident or misuse of the equipment by anyone other than the Contractor, his employees, subcontractors, servants or agency, or other causes beyond the Contractor's control except ordinary wear and tear.
- Repair or replacement of building items, such as hoistway or machine room walls and floors, car enclosures, including removable panels, door panels, car gates, plenum chambers, ceiling, light bulbs, elevator car handrails, mirrors and carpets except as these may be damaged or destroyed by actions of the Contractor's personnel.
- Elevator mainline and auxiliary disconnect switches, fuses and feeders to control panels.
- Lamps for machine room illumination.

SCHEDULING OF PREVENTIVE MAINTENANCE

All normal work under this Agreement will be performed during regular hours or regular working days of the elevator trade. Removal of elevators from service shall be coordinated with and approved by the Building Manager/Custodian. To the extent possible all preventive maintenance which required removal of elevators from service will be scheduled during off-peak hours of building operation. No elevator will be taken out of service during the normal business day without prior notification to the Building Manager/Custodian except under emergency conditions. Contractor shall not remove from service more than one elevator at a time in any bank of elevators (except in emergencies). Emergency circumstances are understood to be those which pose imminent possibility of equipment damage or passenger injury as judged by the Contractor's employees.

It is understood that wherever the words "adequate" or "as required" or "as necessary" are indicated in the Agreement as they relate to equipment performance they shall mean "at whatever frequency of maintenance, repair, adjustment and/or testing is required to provide the optimum level of consistent elevator operation".

EMERGENCY CALL BACK SERVICE

- Call back Service During Regular Working Hours:
The Contractor shall without additional charge to the Owner, provide emergency minor adjustment call back service during the Contractor's regular working hours. The Contractor shall respond to a call back within a maximum of two (2) hours from the time the request for service is made by the Owner's authorized personnel.
- Emergency Call Back Service During Overtime Working Hours:
Twenty-four hour emergency call back service shall be provided by the Contractor. The Contractor shall respond to an emergency call back within a maximum of two (2) hours from the time the request for service is made by the owner's authorized personnel. This will be at no additional expense to the State of Alabama.

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- A trouble log shall be maintained by the Contractor in the machine room for each building on which the date of each call back, the reported trouble, the problem found and the corrective action taken shall be recorded. In addition, the Contractor shall be responsible for reporting this information daily to the Building Manager/Custodian so that it may also review the operational status of its elevator trouble call control log. This trouble log will become property of the State at the end of the contract period.

HOURS TO BE EXPENDED

The Contractor hereby agrees that it will spend the indicated time in performing maintenance under this agreement. These hours are to be devoted to scheduled preventive maintenance operations (examination, cleaning, lubrication, adjustments, and repairs) and shall not include call backs. These hours may not include helpers' hours. The minimum number of acceptable hours are considered to be in the Industry Standard for the level of maintenance expected as established by the State of Alabama.

The Contractor agrees that all work shall be performed by and under the supervision of skilled, sufficient number of experienced elevator service mechanics and repairman directly employed who are permanently assigned to support the execution of this Agreement for normal preventive maintenance and repair work, and who shall be qualified to keep the elevator equipment in proper and safe operating condition. The vendor will provide, upon request, a proposed staffing plan including names and title/position of personnel expected to be assigned to each location. All employees performing work under this Agreement shall be satisfactorily dressed in clean uniforms (identifying them as elevator servicemen) with acceptable demeanor and possessing full technical qualifications in the opinion of Owner and/or the Owner's agent. Any employees found to be unacceptable to the Owner or Owner's agent shall be replaced after being given reasonable notice by the Contractor.

OWNER'S RIGHT TO INSPECT AND REQUIRE WORK

Owner reserves the right to make such inspections and witness tests as are necessary to ascertain that the requirements of this agreement are being fulfilled. Contractor agrees to furnish personnel and tools necessary to conduct such tests. Deficiencies reported shall be promptly corrected at Contractor's expense. If Contractor fails to perform the work required by the terms of this Agreement in a diligent and satisfactory manner, Owner may, after 10 day written notice to Contractor, perform or cause to be performed all or any part of the work required hereunder: Contract agrees that it will reimburse Owner for any expense incurred and therefore the Owner at this election deduct the amount from any sum owing Contractor.

The Owner's right to make inspections or tests may be exercised by its elevator consultant, as it may designate, who will, if the Owner so advises, have the same authority to inspect and test as the Owner, as provided hereunder.

The waiver by Owner of a breach of any provision of this agreement by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor.

Vendor will furnish, prior to award, a maintenance schedule form (machine room log) or other suitable written procedure depicting the method and schedule to be followed in performing elevator maintenance. Vendor may turn this information in with their bid to expedite bid evaluation and award.

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Machine room logs containing a detailed schedule of full preventive maintenance with indications of frequency of task, shall be posed in each machine room and mounted on each controller. These logs shall be maintained by the contractor and may be inspected by the Owner and/or Owner's agent. When posted all logs shall become property of owner and upon completion of Contract, logs shall be presented to owners authorized representative.

The Owner/State of Alabama reserves the right to obtain the following information if requested:

- Statement as to the total number of elevators, all types, that are maintained by the Contractor's local office which will be handling the maintenance services for this contract.

- Statement that the vendor has successfully maintained, under full preventative maintenance, from the local office, elevators of similar kind and complexity. Also, the vendor/contractor will include any additional information which will help the State in evaluating the Vendor's stability, resources, and scope of experience.

- Vendor must, if requested, furnish a list of all maintenance contracts in effect as of January 1, 2018. The list is to include company, address, and contact name and phone number. The State of Alabama will have permission to inspect the quality of maintenance being performed at the vendor's current customer's sites.

CONTRACTOR TO COMPLY WITH LAWS

In the performance of this Agreement the contractor shall abide by all existing laws, codes, rules and regulations set forth by all appropriate authorities have jurisdiction in the location where the work is to be performed. Contractor shall also procure and pay for any necessary permits or licenses pertaining to the work hereunder.

Contractor shall not be required under this agreement to make other safety tests or to install new attachments as may be recommended or directed by insurance companies, federal, state, municipal or governmental authorities, not to make any replacement parts of a different design subsequent to the date of this contract, unless compensated for such installation.

All repair, parts replacement or adjustments called for hereunder shall be performed in full compliance with ANSI A17.1 Safety Code for Elevators and escalators, latest edition, and ANSI A17.1 2000 ANSI A17.2 2000 inspector's manual, latest edition, including amendments thereto.

INSURANCE

Contractor shall at all times carry and maintain, on all operations hereunder, all of the following insurance: (Insurance certificate(s) should be submitted with the bid. Failure to do so will delay the evaluation and award. Insurance certificates must show the State of Alabama, Department of Finance, Division of Purchasing as the certificate/bond holder.)

- Commercial General Liability, minimum \$1,000,000 aggregate including property damage and bodily injury.

- Comprehensive General Liability, minimum \$500,000 per person and minimum \$1,000,000 per occurrence.

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-Automobile Liability, minimum \$1,000,000 combined single limit

-Worker's Compensation sufficient under the laws of the State of Alabama, covering all persons employed by the vendor engaged in performance of the work required in this contract.

PERFORMANCE BOND

The vendor will furnish within ten state business days after receipt of notice of award, a performance bond in the amount specified below. It shall consist of a cashier's check, other type bank certified check (personal/company checks are not acceptable), bank or postal money order or surety bond issued by a company authorized to do business within the State of Alabama.

The Director of Purchasing shall be the custodian of the performance bond. The bond must reference the bid and be payable to the State of Alabama. The performance bond will be returned in a reasonable time after the Division of Purchasing has received verification that the contract has been satisfactorily completed. A new bond/updated bond will be required for with each 12-month contract period extension, to cover the life of the contract.

Performance bond amount: Total amount of bid

PERFORMANCE BY THE OWNER

The Owner (State of Alabama) agrees:

- To provide the Contractor access to the elevator equipment
- To keep the elevator pit(s) and motor room(s) free from water
- To be responsible for removing water from elevator pits and maintaining the drainage facilities for the pits, or for damage therefrom
- Not to use the elevator machine room and equipment spaces for storage
- To be responsible for refinishing of cabs, hoistways, or equipment room interiors
- To be responsible for the maintenance of car lighting, florescent tubes, florescent ballasts and starts
- To be responsible for the main safety switch providing electricity to the equipment
- To be responsible for the maintenance and service of the lights in the equipment room and penthouse
- To be responsible for the maintenance and service of all telephones installed in the cards or the equipment pertaining thereto except for the wiring between the car and control board
- To report to the Contractor any conditions which may indicate the need for correction before the next regularly scheduled examination
- That the contractor does not at any time assume possession of control of any part of the equipment, but such remains the State's exclusively as the owner thereof.

TERM OF CONTRACT

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Establish a 12 month contract with an option to extend for a second, third, fourth, and fifth 12 month period with the same pricing, terms and conditions. The second, third, fourth, or fifth 12 month period, if agreed by both parties, would begin the day after the first, second, third, or fourth 12 month period expires. And successive extension must have written approval of both the state and vendor no later than 30 days prior to expiration of the previous 12 month period.

PAYMENT

Contractor shall submit to the owner by the fifth working day of the month, a valid invoice in triplicate for the services provided under this agreement during the preceding month.

Under no circumstances shall the commitments of obligations contained in the agreement constitute a debt of the State of Alabama as prohibited by Section 213, Constitution of Alabama of 1901, as amended.

SPECIAL CONDITIONS

- No elevator will be removed from service, except in cases of hazard to life, without prior clearance with designated owner's representative
- When an elevator is out of service for whatever reason for the performance of maintenance, signs shall be placed at all floor entrances to that elevator indicating that the elevator is out of service.

PREVIOUS PRESENTATIONS

All previous communications or agreements, written or verbal, are hereby abrogated and this writing constitutes the whole specification when attached to proper order.

This agreement shall be interpreted in accordance with the laws of the State of Alabama.

Administrative fee:

Awarded bidder(s) are to pay the State an administrative fee for all sales paid under this contract. This fee will be 1% (0.01) of the total dollar amount for all sales paid. The fee is to be remitted the first month of each quarter before the 20th and will represent a single, one-time payment for all sales paid during the prior quarter and as adjusted for errors associated with earlier quarters. This fee is not to be listed as a separate cost on invoices. The awarded bidder(s) will be required to provide a summary report each quarter before the 20th listing sales paid during the prior calendar quarter. This report is to include the quarter being reported, the master agreement number, purchasing entity, sales amount, and fee amount. A report is due even when there is no activity. This report is to be sent electronically to telecom.admin@oit.alabama.gov. A copy of the summary report is to also accompany the payment. The remittance is to be identified with the reporting quarter and master agreement number. Failure to comply with provisions of this paragraph will be grounds for termination of the contract(s).

Reports and Payments will be due according to the following schedule:

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October, November, December – Due by January 20th

January, February, March – Due by April 20th

April, May, June – Due by July 20th

July, August, September – Due by October 20th

Remittance is to be payable to the "State of Alabama Department of Finance" and be sent to:

Alabama Department of Finance
Division of Accounting and Administration
PO Box 300658
Montgomery, Alabama 36130-0658



**State of Alabama
Department of Finance
Division of Purchasing
Master Agreement**

New

CONTRACT INFORMATION	
MASTER AGREEMENT NUMBER: MA 999 190000000085	NOT TO EXCEED AMOUNT:
Begin Date: 01/01/2019	Procurement Folder: 708137
Expiration Date: 12/31/2019	Procurement Type: Master Agreement
Solicitation Number:	Replaces Award Document:
Award Date:	Replaced by Award Document:
Modification Date: 12/19/18	Version Number: 1

CONTACT INFORMATION		
REQUESTOR: Kerri Hines 334-242-4610 kerri.hines@purchasing.alabama.gov	ISSUER: Kerri Hines 334-242-4610 kerri.hines@purchasing.alabama.gov	BUYER: Kerri Hines 334-242-4610 kerri.hines@purchasing.alabama.gov

CONTRACT DESCRIPTION
MA-Statewide Elevator Maintenance (Montgomery Region)

Ship To: **Bill To:**

REASON FOR MODIFICATION

VENDOR INFORMATION	
Name /Address: VC000054674: Diversified Elevator Service DBA: Equipment Company Inc 297 State Hwy 143 Millbrook AL 36054	Contact: Chris Walker 3342853863 Chris@Diversifiedelevator.Net

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	MO	\$935.000000	\$0.00			\$0.00	\$0.00

91013 - Elevator Installation, Maintenance, Repair and Inspection Se
 Elevator Maintenance-Montgomery County DHR
 Elevator Maintenance, in accordance with the "State of Alabama Specification for Vertical Transportation Equipment Maintenance Service"

Department of Human Resources
 Montgomery County DHR & FS Office
 3030 Mobile Hwy.
 Montgomery, AL. 36125-0380

Equipment: Passenger Hydraulic
 MFR: Esco
 Cap/Speed: 3000/125
 Qty: 2

Hours to be expended- 2 hours per week

contact: Joanne Compton (334) 293-3447

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	MO	\$468.000000	\$0.00			\$0.00	\$0.00

91013 - Elevator Installation, Maintenance, Repair and Inspection Se
 Elevator Maintenance-Motor Pool
 Elevator Maintenance, in accordance with the "State of Alabama Specification for Vertical Transportation Equipment Maintenance Service"

State Motor Pool
 386 South Ripley St.
 Montgomery, AL. 36104

Equipment: Hydro Passenger/ Auto
 MFR: National
 Cap/Speed: 2150/115
 Qty: 1

Hours to be expended- 1 hour per week

contact: James Darby (334) 353-6342

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0	MO	\$468.000000	\$0.00			\$0.00	\$0.00

91013 - Elevator Installation, Maintenance, Repair and Inspection Se
 Elevator Maintenance-Military Dept.
 Elevator Maintenance, in accordance with the "State of Alabama Specification for Vertical Transportation Equipment Maintenance Service"

Military Dept.
 Headquarters Building
 1720 Congressman Dickinson Dr.
 Montgomery, AL. 36109

Equipment: Passenger Hydraulic
 MFR: Siemens
 Cap/Speed: 3500/100
 Qty: 1

Hours to be expended- 1 hour per week

contact: Ted Gilbert (334) 213-7755

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0	MO	\$468.000000	\$0.00			\$0.00	\$0.00

91013 - Elevator Installation, Maintenance, Repair and Inspection Se
 Elevator Maintenance-Military Dept.

Fina

COMMODITY / SERVICE INFORMATION

Elevator Maintenance, in accordance with the "State of Alabama Specification for Vertical Transportation Equipment Maintenance Service"

Military Dept.
 Ft. George C. Wallace
 1750 Congressman Dickinson Dr.
 Montgomery, AL. 36109

Equipment: Passenger Hydraulic
 MFR: EMR
 Cap/Speed: 2000/100
 Qty: 1

Hours to be expended- 1 hour per week

contact: Ted Gilbert (334) 213-7755

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
5	0	MO	\$468.000000	\$0.00			\$0.00	\$0.00

91013 - Elevator Installation, Maintenance, Repair and Inspection Se

Elevator Maintenance-AL. Forestry

Elevator Maintenance, in accordance with the "State of Alabama Specification for Vertical Transportation Equipment Maintenance Service"

Alabama Forestry Commission
 513 Madison Ave.
 Montgomery, AL. 36104

Equipment: Passenger Hydraulic
 MFR: US Elevator
 Cap/Speed: 2000/100
 Qty: 1

Final

Hours to be expended- 1 hour per week

contact: Joshua Prohett (334) 240-9307 or Brandy Anderson (334) 240-9311

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
6	0	MO	\$935.000000	\$0.00			\$0.00	\$0.00

91013 - Elevator Installation, Maintenance, Repair and Inspection Se

Elevator Maintenance-Dept of Agriculture

Elevator Maintenance, in accordance with the "State of Alabama Specification for Vertical Transportation Equipment Maintenance Service"

Department of Agriculture
 Executive Division
 1445 Federal Dr.
 Montgomery, AL. 36107

Equipment: Geared Passenger/Auto
 MFR: Armor
 Cap/Speed: 2000/150
 Qty: 1

Equip: Hydro Service/Auto
 MFR: Bagby
 Cap/Speed: 2500/75
 Qty: 1

Hours to be expended- 2 hours per week

contact: Michael Frazier (334) 240-2587 or (334) 850-1685

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
7	0	MO	\$935.000000	\$0.00			\$0.00	\$0.00

91013 - Elevator Installation, Maintenance, Repair and Inspection Se

COMMODITY / SERVICE INFORMATION

Elevator Maintenance- ADEM
 Elevator Maintenance, in accordance with the "State of Alabama Specification for Vertical Transportation Equipment Maintenance Service"

AL Department of Environmental Management (ADEM)
 1400 Coliseum Blvd.
 Montgomery, AL. 36110

Equipment: Passenger Hydraulic
 MFR: U.S. Elevator
 Cap/Speed: 3500/180
 Qty: 1

Equip: Passenger Hydraulic
 MFR: U.S. Elevator
 Cap/Speed: 3500/180
 Qty: 1

Hours to be expended- 2 hours per week

contact: Brian Espy (334) 271-7711

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
8	0	MO	\$468.000000	\$0.00			\$0.00	\$0.00

91013 - Elevator Installation, Maintenance, Repair and Inspection Se
 Elevator Maintenance-Public Health
 Elevator Maintenance, in accordance with the "State of Alabama Specification for Vertical Transportation Equipment Maintenance Service"

Department of Public Health
 Bureau of Clinical Laboratories
 8140 AUM Drive
 Montgomery, AL. 36117

Equipment: Hydro/Passenger Auto
 MFR: Dover
 Cap/Speed: 1500/75
 Qty: 1

Hours to be expended- 1 hour per week

contact: Allen Rowe (334) 260-3400

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
9	0	MO	\$436.000000	\$0.00			\$0.00	\$0.00

91013 - Elevator Installation, Maintenance, Repair and Inspection Se
 Elevator Maintenance-Public Health
 Elevator Maintenance, in accordance with the "State of Alabama Specification for Vertical Transportation Equipment Maintenance Service"

Department of Public Health
 Montgomery County Health Dept.
 3060 Mobile Highway
 Montgomery, AL. 36108

Equipment: Passenger Hydraulic
 MFR: Dover
 Cap/Speed: 3500/150
 Qty: 3

Hours to be expended- 4 hours per month (agency location wants only one (1) visit per month)

contact: Martha Gray (334) 293-6459

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
10	0	MO	\$935.000000	\$0.00			\$0.00	\$0.00

Final

COMMODITY / SERVICE INFORMATION

91013 - Elevator Installation, Maintenance, Repair and Inspection Se
 Elevator Maintenance- Public Library
 Elevator Maintenance, in accordance with the "State of Alabama Specification for Vertical Transportation Equipment Maintenance Service"

Public Library
 6030 Monticello Dr.
 Montgomery, AL. 36117

Equipment: Passenger Hydraulic/
 Auto
 MFR: Bagby
 Cap/Speed: 2100/125
 Qty: 1

Equip: Hydraulic Service/ Auto
 MFR: Bagby
 Cap/Speed: 5000/125
 Qty: 1

Hours to be expended- 2 hours per week

contact: Randy Garmon (334) 549-4014 or (334) 213-3941

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
11	0	MO	\$935.000000	\$0.00			\$0.00	\$0.00

91013 - Elevator Installation, Maintenance, Repair and Inspection Se
 Elevator Maintenance- Transportation
 Elevator Maintenance, in accordance with the "State of Alabama Specification for Vertical Transportation Equipment Maintenance Service"

ALDOT Equipment Bureau
 1409 Coliseum Blvd.
 Montgomery, AL. 36110

Equipment: Passenger Hydraulic
 MFR: Dover
 Cap/Speed: 3500/200
 Qty: 1

Equip: Hydro Passenger/ Auto
 MFR: Kone
 Cap/Speed: 2000/200
 Qty: 2

Equip: Passenger Hydraulic/ Auto
 MFR: Montgomery
 Cap/Speed: 3500/200
 Qty: 1

Equip: Hydro Passenger
 MFR: Otis
 Cap/Speed: 2100/200
 Qty: 1

Hours to be expended- 2 hours per week

contact: Daniel Kennedy (334) 242-6060 or (334) 850-3957

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
12	0	MO	\$468.000000	\$0.00			\$0.00	\$0.00

91013 - Elevator Installation, Maintenance, Repair and Inspection Se
 Elevator Maintenance- Emergency Management

Final

COMMODITY / SERVICE INFORMATION

Elevator Maintenance, in accordance with the "State of Alabama Specification for Vertical Transportation Equipment Maintenance Service"

Emergency Management
 Chief Fiscal Officer
 5898 County Rd. 41
 P.O. Drawer 2160
 Clanton, AL. 35046

Equipment: Passenger Hydro
 MFR: EMR
 Cap/Speed: 2500/100
 Qty: 1

Equip: Hydraulic 2 Stop
 MFR: EMR
 Cap/Speed: 3500/
 Qty: 1

Hours to be expended- 1 hour per week

contact: Donny Moates (205) 280-2245

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
13	0	MO	\$468.000000	\$0.00			\$0.00	\$0.00

91013 - Elevator Installation, Maintenance, Repair and Inspection Se
 Elevator Maintenance- ALEA
 Elevator Maintenance, in accordance with the "State of Alabama Specification for Vertical Transportation Equipment Maintenance Service"

AL Criminal Justice Training Center
 1005 Charles Byrd Blvd.
 Selma, AL. 36703

Equipment: Passenger Hydraulic
 MFR: Mowrey
 Cap/Speed: 3500/150
 Qty: 1

Hours to be expended- 1 hour per week

contact: Sgt. Chad Blankinchip (334) 263-8953 or Cpl. Chris King (334) 263-8957 or Lashena Trone (334) 263-8954

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
14	0	MO	\$468.000000	\$0.00			\$0.00	\$0.00

91013 - Elevator Installation, Maintenance, Repair and Inspection Se
 Elevator Maintenance- Military Dept.
 Elevator Maintenance, in accordance with the "State of Alabama Specification for Vertical Transportation Equipment Maintenance Service"

Military Department
 USPF0
 1740 Congressmen Dickinson Dr.
 Montgomery, AL. 36109

Equipment: Passenger Hydraulic
 MFR: Thyssenkrup
 Cap/Speed: 2500/100
 Qty: 1

Hours to be expended- 1 hour per week

contact: Ted Gilbert (334) 213-7755

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
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COMMODITY / SERVICE INFORMATION

15	0	MO	\$468.000000	\$0.00			\$0.00	\$0.00
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91013 - Elevator Installation, Maintenance, Repair and Inspection Se
 Elevator Maintenance- ALDOT Fourth Division
 Elevator Maintenance, in accordance with the "State of Alabama Specification for Vertical Transportation Equipment Maintenance Service"

AL. Department of Transportation
 Fourth Division
 240 US Hwy. 280
 P.O. Box 1179
 Alexander City, AL. 35010

Equipment: Passenger Hydraulic
 MFR: Mowrey
 Cap/Speed: 3500/150
 Qty: 1

Hours to be expended- 1 hour per week

contact: Jesse Mooney (256) 234-8504

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
16	0	MO	\$1,000.000000	\$0.00			\$0.00	\$0.00

91013 - Elevator Installation, Maintenance, Repair and Inspection Se
 Elevator Maintenance- Dept of Labor
 Elevator Maintenance, in accordance with the "State of Alabama Specification for Vertical Transportation Equipment Maintenance Service"

Department of Labor
 649 Monroe St.
 Montgomery, AL. 36130

Equipment: Geared Passenger/ Duplex
 MFR: Otis Modernized- Motion Control
 Cap/Speed: 3000/200
 Qty: 2

Equip: Hydro/Passenger
 MFR: Motion Control
 Cap/Speed: 3500/150
 Qty: 2

Hours to be expended- 5 hours per week

contact: Jamie Fowler (334) 956-5863

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
17	0	MO	\$468.000000	\$0.00			\$0.00	\$0.00

91013 - Elevator Installation, Maintenance, Repair and Inspection Se
 Elevator Maintenance- Home Builders Licensure Board
 Elevator Maintenance, in accordance with the "State of Alabama Specification for Vertical Transportation Equipment Maintenance Service"

Home Builders Licensure Board
 445 Herron St.
 Montgomery, AL. 36104

Equipment: Passenger Hydraulic
 MFR: Elevator Company
 Cap/Speed: 2000/
 Qty: 1

Hours to be expended- 1 hour per week

contact: Tiffany Morgan (334) 242-2230

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
18	0	MO	\$468.000000	\$0.00			\$0.00	\$0.00

91013 - Elevator Installation, Maintenance, Repair and Inspection Se
 Elevator Maintenance- Real Estate Commission
 Elevator Maintenance, in accordance with the "State of Alabama Specification for Vertical Transportation Equipment Maintenance Service"

Real Estate Commission
 1201 Carmichael Way
 Montgomery, AL. 36106

Equipment: Passenger Hydraulic
 MFR: Bagby
 Cap/Speed: 2500/
 Qty: 1

Hours to be expended- 1 hour per week

contact: Pam Garner (334) 353-0826

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
19	0	MO	\$468.000000	\$0.00			\$0.00	\$0.00

91013 - Elevator Installation, Maintenance, Repair and Inspection Se
 Elevator Maintenance- Youth Services
 Elevator Maintenance, in accordance with the "State of Alabama Specification for Vertical Transportation Equipment Maintenance Service"

Department of Youth Services
 1000 Industrial School Rd.
 Montgomery, AL. 36117

Equipment: Hydro Passenger
 MFR: Schindler
 Cap/Speed: 2500/100
 Qty: 1

Hours to be expended- 1 hour per week

contact: Jim Bates (334) 215-3842

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
20	0	MO	\$468.000000	\$0.00			\$0.00	\$0.00

91013 - Elevator Installation, Maintenance, Repair and Inspection Se
 Elevator Maintenance- Forensics
 Elevator Maintenance, in accordance with the "State of Alabama Specification for Vertical Transportation Equipment Maintenance Service"

AL Department of Forensic Sciences
 Montgomery Laboratory
 525 Carter Hill Rd.
 Montgomery, AL. 36106

Equipment: Passenger Hydraulic
 MFR: Hubbell
 Cap/Speed: 3500/150
 Qty: 1

Hours to be expended- 1 hour per week

contact: Katherine Richert (334) 261-2703 ext. 105

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
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COMMODITY / SERVICE INFORMATION

21	0	MO	\$468.000000	\$0.00			\$0.00	\$0.00
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91013 - Elevator Installation, Maintenance, Repair and Inspection Se
 Elevator Maintenance- Forensics Auburn
 Elevator Maintenance, in accordance with the "State of Alabama Specification for Vertical Transportation Equipment Maintenance Service"

AL Department of Forensic Sciences
 Headquarters
 1051 Wire Road
 Auburn, AL. 36832

Equipment: Passenger Hydraulic
 MFR: Schindler
 Cap/Speed: 4500/100
 Qty: 1

Hours to be expended- 1 hour per week

contact: Sherwin Boswell (334) 750-7232

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
22	0	MO	\$935.000000	\$0.00			\$0.00	\$0.00

91013 - Elevator Installation, Maintenance, Repair and Inspection Se
 Elevator Maintenance- Dept of Rehab
 Elevator Maintenance, in accordance with the "State of Alabama Specification for Vertical Transportation Equipment Maintenance Service"

AL. Department of Rehabilitation
 560 South Lawrence St. and 602 South Lawrence St.
 Montgomery, AL. 36104

Equipment: Hydro Passenger
 MFR: Bagby
 Cap/Speed: 2500/150
 Qty: 3

Equip: Hydro Passenger
 MFR: Dover
 Cap/Speed: 1500/125
 Qty: 1

Hours to be expended- 2 hours per week

contact: Keith Holloway (334) 293-7090

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
23	0	MO	\$468.000000	\$0.00			\$0.00	\$0.00

91013 - Elevator Installation, Maintenance, Repair and Inspection Se
 Elevator Maintenance- Corrections Selma
 Elevator Maintenance, in accordance with the "State of Alabama Specification for Vertical Transportation Equipment Maintenance Service"

AL Department of Corrections
 Selma Training Academy
 1003 Charles Byrd Blvd.
 Selma, AL. 36703

Equipment: Passenger Hydraulic
 MFR: Schindler
 Cap/Speed: 2500/125
 Qty: 1

Hours to be expended- 1 hour per week

contact: Melinda Morgan (334) 263-8914

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
24	0	MO	\$468.000000	\$0.00			\$0.00	\$0.00

91013 - Elevator Installation, Maintenance, Repair and Inspection Se
 Elevator Maintenance- Military
 Elevator Maintenance, in accordance with the "State of Alabama Specification for Vertical Transportation Equipment Maintenance Service"

 Military Department
 Air Guard Montgomery
 Building 1501
 5187 Selma Hwy.
 Montgomery, AL. 36108

 Equipment: Passenger Hydraulic
 MFR: EMAR
 Cap/Speed: 4000/100
 Qty: 1

 Hours to be expended- 1 hour per week

 contact: Chief Ashley Graham (334) 394-4719

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
25	0	MO	\$468.000000	\$0.00			\$0.00	\$0.00

91013 - Elevator Installation, Maintenance, Repair and Inspection Se
 Elevator Maintenance- Military
 Elevator Maintenance, in accordance with the "State of Alabama Specification for Vertical Transportation Equipment Maintenance Service"

 Military Department
 Air Guard Montgomery
 Building 1502
 5187 Selma Hwy.
 Montgomery, AL. 36108

 Equipment: Passenger Hydraulic
 MFR: I.E.C.A.
 Cap/Speed: 2500/100
 Qty: 1

 Hours to be expended- 1 hour per week

 contact: Chief Ashley Graham (334) 394-4719

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

Approved:



Purchasing Director

APPROVALS			
Date	Status Before	Status After	Approver

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Master Agreement
Specifications for Vertical Transportation
Equipment Maintenance Service

Maintenance of the Vertical Transportation Equipment is vital to the safe and efficient operation of the State buildings involved and to the satisfactory daily functioning of all individuals utilizing these buildings.

AWARD:

Award will be made "all or none" to the lowest responsible bidder meeting all specifications. Past performance may be considered in determining a bidder's responsibility. A bidder having negative past performance during the three years immediately preceding this solicitation of which the State or its agencies is aware may result in a bidder being excluded from consideration for award. The elevators are separated into regions. Each Region will have its own solicitation.

FINANCE AND MONTGOMERY REGION REQUIREMENTS:

- Vendors MUST have an established office in Montgomery County for at least five (5) years.
- MUST have at least four (4) full time service technicians reporting to their Montgomery County office on a daily basis.
- Bidder MUST show proof of continuing education classes.

DUTIES AND RESPONSIBILITIES OF CONTRACTOR:

Contractor shall furnish all supplies, parts, components, materials, maintenance service vehicles, labor, labor supervision, tools, test equipment, special equipment and lubricants necessary to provide full preventative maintenance, adjustment, replacement and repair service for the complete vertical transportation system.

The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence as well as that resulting from acts of his employees, agency, and subcontractors. The Contractor shall save and keep harmless the State of Alabama against any or all lost cost, damage claim expenses or liability in connection with the performance of this contract.

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment and vegetation (such as trees, shrubs, and grass) on State of Alabama property. In the event the Contractor fails to do so and damages any such buildings, equipment or vegetation, he shall replace or repair the damage at no expense to the State. If the vendor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost thereof which may be deducted from the contract price.

The Contractor's representative(s) shall log in and out each day in any State building or facility. Suitable arrangements shall be made with the contact person(s) listed on the contract.

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If repair work at overtime hours is required and ordered on other than emergency calls, the Contractor shall be responsible for the payment of their personnel. No work outside the scope of this contract shall be performed without prior approval from the agency contact.

The Contractor shall notify the agency (in writing) immediately of the existence of, or the development of any defects in, or repairs required to the elevator plant. Also, he shall furnish a written estimate of the cost to make final determination as to Contractor or State responsibility.

WARRANTY OF SERVICES:

Notwithstanding inspection and acceptance by the State of Alabama or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will free from defects in workmanship and will conform to the requirements of this contract at time of acceptance. The State of Alabama shall give written notice of any such defect or non-conformance to the Contractor. Such notice shall state either (1) that the Contractor shall correct or re-perform any defective or non-conforming services, or (2) that the State of Alabama does not require correction or replacement. If the Contractor is required to correct or re-perform, it shall be at no cost to the State, and any services corrected or re-performed by the Contractor pursuant to this clause, will adhere to the same extent of work initially performed.

WEEKLY/BIWEEKLY SERVICES:

Unless otherwise stated, the Contractor shall have at least one of his competent mechanics to report weekly (or biweekly, depending on what is written in the contract) to the custodian in charge and said mechanic shall proceed to make all repairs and adjustments required to keep the elevator equipment in safe and first class operating condition. This work shall also include regular and systematic inspection on all elevator equipment and adjustment or replacement of all work or deteriorated parts, furnishing all apparatuses for testing.

SCOPE OF WORK:

Contractor shall be responsible for regular, responsive and systematic execution of the work items included in this agreement as follow:

Complete Maintenance: Contractor agrees to regularly and systematically examine, clean, lubricate and adjust the vertical transportation equipment and provide unlimited call back service during regular working hours and, as conditions warrant, in the judgement of the agency, repair or replace all portions of the equipment included under this contract, including but not limited to the following:

Elevator machines, including worms, gears, thrust bearing, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, brake contacts, linings and all other components and parts of the machine and brake.

Hoist motors, solid state motor drives, including motor windings, rotating elements, including commutators, brushes, brush holders and bearings, and all other components and parts.

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Hydraulic plungers, packing, pump motors, pumps, belts, pullies, valves, mufflers, piping and connections (except those beneath the ground), silencers, tanks or oil reservoirs, hydraulic system oil and all other related components and parts.

Controllers, selectors and dispatching equipment, including all relays, solid state components, resistors, condensers, transformers, contacts, leads, dashpots, leads, dashpots, timing devices, computer devices, steel selector tape (or cable) and mechanical and electrical driving equipment, and all other components and parts:

Governors, including governor sheave and shaft assemblies, bearings, contacts and governor jaws, and car and counterweight safeties and buffers.

Deflectors or secondary sheaves including bearings, car and counterweight buffers, car and counterweight guide rails, top and bottom limit switches, governor tension sheave assembly, compensating sheave assembly, counterweight guide shoes including rollers or gibs, inductors, cams, tapes:

Hoistway door interlocks, hoistway door hangers, bottom door guides and auxiliary door closing devices.

Automatic power operated door operators, including door drive chains, sheaves, belts, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanism, platforms, and elevator car roller guides.

Alarm bells, emergency stop switches, emergency car lights and batteries:

Car and Corridor operating stations, car fan, car and corridor signals and fixtures including lights, dials, or read-out indicators.

THE CONTRACTOR ALSO AGREES:

To examine periodically all safety devices and governors and conduct annual no load test, and each fifth year subsequent to the previous testing date perform a full load, full speed test of safety mechanism, overhead speed governors and car and counterweight buffers on all traction elevators and each third year subsequent to the previous testing date, on hydraulic elevators per A.H.S/1.A17.1 Code. The car balance will be checked, and the governor set. If required, the governor will be re-calibrated and sealed for proper tripping speed, and rails will be refilled to restore and smooth running surface. All required testing shall be accomplished within the first 90 days of Contract.

Written reports of said tests shall be submitted to Owner and/or Owner's agency within 15 days of test completion and in the case of running safety tests, prior notification shall be given so that a Building Manager/Custodian of the owner may be present.

Contractors also agrees to drain and flush hoist machine gear cases and bearing oil reservoirs annual and refill with the proper type and grade of oil. Where applicable, door operators shall be similarly drained, flushes and refilled annually.

Contractors also agrees to keep car tops, pits and hoistways clean and free from dirt, oil, lint, debris and stored items and to maintain each machine room in clean, neat condition. (Including painting, as required, machine room floors.)

Contractor shall renew all wire ropes as often as is necessary to maintain an adequate factor of safety and shall equalize the tension on all hoisting ropes, repair or replace

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conductor cables and hoistway and machine room elevator wiring as conditions may warrant.

Contractor also agrees, where appropriate, to short all ropes as necessary to provide continued safe operation and maintain normal traction.

Contractor also agrees to keep all guide rails free of rust, to renew all guide rollers or shoes as often as necessary to provide smooth and quiet operation, and to maintain proper tension of car and counterweight guides against the rails.

Contractor shall clean and paint equipment at regular intervals sufficient in frequency to maintain a professional appearance and preserve the life of the equipment. (Contractor shall not be responsible for cleaning any equipment made necessary beyond his reasonable control or as a result of improper janitorial or building maintenance functions.)

Contractor shall lubricate the equipment at intervals recommended by the equipment manufacturer or as dictated by the use of the equipment. All lubricants shall be suitable for the purpose intended and shall meet or exceed the minimum requirements specified by the manufacturer of the equipment to which the lubricant is applied.

Contractor shall adjust the equipment as necessary and when the operation of the equipment as necessary and when the operation of the equipment varies from its normal or originally designed performance as a result of normal wear and tear, or when necessary to preserve the useful life of a part of assembly.

Contractor shall make repairs and/or replace all worn, damaged or broken parts or components. Parts shall be replaced when worn beyond normal adjustment limits. Replacements shall also be made whenever they will prevent an unscheduled elevator shutdown, ensure continued normal operation, extend the useful life of the elevator or any of its components, or when necessary to continue safe, dependable operation in accordance with A.H.S. I. Code, or to continue performance of the equipment in accordance with original design, When more than one elevator requires repair the owner will establish priorities of accomplishment.

In performing the above indicated work, Contractor agrees to provide only genuine parts used by the manufacturer of the equipment or equal for replacement or repair, any to use only those lubricants equal to that obtained from and/or recommended by the manufacturer of the equipment.

PERFORMANCE REQUIREMENTS

Contractor agrees to maintain the minimum performance requirements of the elevator as designated.

Performance test will be made as follows:

- Floor to floor times are measured from the time the doors start to close including a typical one-floor travel and until the elevator is approximately level with the next successive floor, either up or down, and the doors $\frac{3}{4}$ open.
- Door opening times are measured from start of car door open until doors in the fully open positions.

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- Door closing times are measured from start of door close until hoistway doors are fully closed. Contract time will be those shown, or the minimum permitted by Code, whichever is greater.
- Accuracy of leveling shall be measured under all load conditions.
- Variance from rated speed, regardless of load, shall not exceed 5%, except for hydraulic elevators where a variance of 10% is permitted from empty to full load.

In accomplishing the above requirements, Contractor shall maintain a comfortable elevator ride with smooth acceleration, retardation and a soft stop. Door operation shall be quiet and positive with smooth checking at the extremes of travel in keeping with the original design capability of the equipment.

ITEMS OF ELEVATOR AND ESCALATOR EQUIPMENT NOT INCLUDED IN THIS AGREEMENT. Contractor assumes no responsibility for the following items of equipment which are not included in this agreement.

- Repairs required because of negligence, accident or misuse of the equipment by anyone other than the Contractor, his employees, subcontractors, servants or agency, or other causes beyond the Contractor's control except ordinary wear and tear.
- Repair or replacement of building items, such as hoistway or machine room walls and floors, car enclosures, including removable panels, door panels, car gates, plenum chambers, ceiling, light bulbs, elevator car handrails, mirrors and carpets except as these may be damaged or destroyed by actions of the Contractor's personnel.
- Elevator mainline and auxiliary disconnect switches, fuses and feeders to control panels.
- Lamps for machine room illumination.

SCHEDULING OF PREVENTIVE MAINTENANCE

All normal work under this Agreement will be performed during regular hours or regular working days of the elevator trade. Removal of elevators from service shall be coordinated with and approved by the Building Manager/Custodian. To the extent possible all preventive maintenance which required removal of elevators from service will be scheduled during off-peak hours of building operation. No elevator will be taken out of service during the normal business day without prior notification to the Building Manager/Custodian except under emergency conditions. Contractor shall not remove from service more than one elevator at a time in any bank of elevators (except in emergencies). Emergency circumstances are understood to be those which pose imminent possibility of equipment damage or passenger injury as judged by the Contractor's employees.

It is understood that wherever the words "adequate" or "as required" or "as necessary" are indicated in the Agreement as they relate to equipment performance they shall mean "at whatever frequency of maintenance, repair, adjustment and/or testing is required to provide the optimum level of consistent elevator operation".

EMERGENCY CALL BACK SERVICE

- Call back Service During Regular Working Hours: (Montgomery Region)
The Contractor shall without additional charge to the Owner, provide emergency minor adjustment call back service during the Contractor's regular working

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hours. The Contractor shall respond to a call back within a maximum of one (1) hour from the time the request for service is made by the Owner's authorized personnel.

- Emergency Call Back Service During Overtime Working Hours: (Montgomery Region)

Twenty-four hour emergency call back service shall be provided by the Contractor. The Contractor shall respond to an emergency call back within a maximum of two (2) hours from the time the request for service is made by the owner's authorized personnel. This will be at no additional expense to the State of Alabama.

- A trouble log shall be maintained by the Contractor in the machine room for each building on which the date of each call back, the reported trouble, the problem found and the corrective action taken shall be recorded. In addition, the Contractor shall be responsible for reporting this information daily to the Building Manager/Custodian so that it may also review the operational status of its elevator trouble call control log. This trouble log will become property of the State at the end of the contract period.

HOURS TO BE EXPENDED

The Contractor hereby agrees that it will spend the indicated time in performing maintenance under this agreement. These hours are to be devoted to scheduled preventive maintenance operations (examination, cleaning, lubrication, adjustments, and repairs) and shall not include call backs. These hours may not include helpers' hours. The minimum number of acceptable hours are considered to be in the Industry Standard for the level of maintenance expected as established by the State of Alabama.

The Contractor agrees that all work shall be performed by and under the supervision of skilled, sufficient number of experienced elevator service mechanics and repairman directly employed who are permanently assigned to support the execution of this Agreement for normal preventive maintenance and repair work, and who shall be qualified to keep the elevator equipment in proper and safe operating condition. The vendor will provide, upon request, a proposed staffing plan including names and title/position of personnel expected to be assigned to each location. All employees performing work under this Agreement shall be satisfactorily dressed in clean uniforms (identifying them as elevator servicemen) with acceptable demeanor and possessing full technical qualifications in the opinion of Owner and/or the Owner's agent. Any employees found to be unacceptable to the Owner or Owner's agent shall be replaced after being given reasonable notice by the Contractor.

OWNER'S RIGHT TO INSPECT AND REQUIRE WORK

Owner reserves the right to make such inspections and witness tests as are necessary to ascertain that the requirements of this agreement are being fulfilled. Contractor agrees to furnish personnel and tools necessary to conduct such tests. Deficiencies reported shall be promptly corrected at Contractor's expense. If Contractor fails to perform the work required by the terms of this Agreement in a diligent and satisfactory manner, Owner may, after 10 day written notice to Contractor, perform or cause to be performed all or any part of the work required hereunder: Contract agrees that it will reimburse Owner for any expense incurred and therefore the Owner at this election deduct the amount from any sum owing Contractor.

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The Owner's right to make inspections or tests may be exercised by its elevator consultant, as it may designate, who will, if the Owner so advises, have the same authority to inspect and test as the Owner, as provided hereunder.

The waiver by Owner of a breach of any provision of this agreement by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor.

Vendor will furnish, prior to award, a maintenance schedule form (machine room log) or other suitable written procedure depicting the method and schedule to be followed in performing elevator maintenance. Vendor may turn this information in with their bid to expedite bid evaluation and award.

Machine room logs containing a detailed schedule of full preventive maintenance with indications of frequency of task, shall be posed in each machine room and mounted on each controller. These logs shall be maintained by the contractor and may be inspected by the Owner and/or Owner's agent. When posted all logs shall become property of owner and upon completion of Contract, logs shall be presented to owners authorized representative.

The Owner/State of Alabama reserves the right to obtain the following information if requested:

-Statement as to the total number of elevators, all types, that are maintained by the Contractor's local office which will be handling the maintenance services for this contract.

-Statement that the vendor has successfully maintained, under full preventative maintenance, from the local office, elevators of similar kind and complexity. Also, the vendor/contractor will include any additional information which will help the State in evaluating the Vendor's stability, resources, and scope of experience.

-Vendor must, if requested, furnish a list of all maintenance contracts in effect as of January 1, 2018. The list is to include company, address, and contact name and phone number. The State of Alabama will have permission to inspect the quality of maintenance being performed at the vendor's current customer's sites.

CONTRACTOR TO COMPLY WITH LAWS

In the performance of this Agreement the contractor shall abide by all existing laws, codes, rules and regulations set forth by all appropriate authorities have jurisdiction in the location where the work is to be performed. Contractor shall also procure and pay for any necessary permits or licenses pertaining to the work hereunder.

Contractor shall not be required under this agreement to make other safety tests or to install new attachments as may be recommended or directed by insurance companies, federal, state, municipal or governmental authorities, not to make any replacement parts of a different design subsequent to the date of this contract, unless compensated for such installation.

All repair, parts replacement or adjustments called for hereunder shall be performed in full compliance with ANSI A17.1 Safety Code for Elevators and escalators, latest edition, and ANSI A17.1 2000 ANSI A17.2 2000 inspector's manual, latest edition, including amendments thereto.

INSURANCE

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Contractor shall at all times carry and maintain, on all operations hereunder, all of the following insurance: (Insurance certificate(s) should be submitted with the bid. Failure to do so will delay the evaluation and award. Insurance certificates must show the State of Alabama, Department of Finance, Division of Purchasing as the certificate/bond holder.)

-Commercial General Liability, minimum \$1,000,000 aggregate including property damage and bodily injury.

-Comprehensive General Liability, minimum \$500,000 per person and minimum \$1,000,000 per occurrence.

-Automobile Liability, minimum \$1,000,000 combined single limit

-Worker's Compensation sufficient under the laws of the State of Alabama, covering all persons employed by the vendor engaged in performance of the work required in this contract.

PERFORMANCE BOND

The vendor will furnish within ten state business days after receipt of notice of award, a performance bond in the amount specified below. It shall consist of a cashier's check, other type bank certified check (personal/company checks are not acceptable), bank or postal money order or surety bond issued by a company authorized to do business within the State of Alabama.

The Director of Purchasing shall be the custodian of the performance bond. The bond must reference the bid and be payable to the State of Alabama. The performance bond will be returned in a reasonable time after the Division of Purchasing has received verification that the contract has been satisfactorily completed. A new bond/updated bond will be required for with each 12-month contract period extension, to cover the life of the contract.

Performance bond amount: Total amount of bid

PERFORMANCE BY THE OWNER

The Owner (State of Alabama) agrees:

- To provide the Contractor access to the elevator equipment
- To keep the elevator pit(s) and motor room(s) free from water
- To be responsible for removing water from elevator pits and maintaining the drainage facilities for the pits, or for damage therefrom
- Not to use the elevator machine room and equipment spaces for storage
- To be responsible for refinishing of cabs, hoistways, or equipment room interiors
- To be responsible for the maintenance of car lighting, florescent tubes, florescent ballasts and starts
- To be responsible for the main safety switch providing electricity to the equipment
- To be responsible for the maintenance and service of the lights in the equipment room and penthouse

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- To be responsible for the maintenance and service of all telephones installed in the cards or the equipment pertaining thereto except for the wiring between the car and control board
- To report to the Contractor any conditions which may indicate the need for correction before the next regularly scheduled examination
- That the contractor does not at any time assume possession of control of any part of the equipment, but such remains the State's exclusively as the owner thereof.

TERM OF CONTRACT

Establish a 12 month contract with an option to extend for a second, third, fourth, and fifth 12 month period with the same pricing, terms and conditions. The second, third, fourth, or fifth 12 month period, if agreed by both parties, would begin the day after the first, second, third, or fourth 12 month period expires. And successive extension must have written approval of both the state and vendor no later than 30 days prior to expiration of the previous 12 month period.

PAYMENT

Contractor shall submit to the owner by the fifth working day of the month, a valid invoice in triplicate for the services provided under this agreement during the preceding month.

Under no circumstances shall the commitments of obligations contained in the agreement constitute a debt of the State of Alabama as prohibited by Section 213, Constitution of Alabama of 1901, as amended.

SPECIAL CONDITIONS

- No elevator will be removed from service, except in cases of hazard to life, without prior clearance with designated owner's representative
- When an elevator is out of service for whatever reason for the performance of maintenance, signs shall be placed at all floor entrances to that elevator indicating that the elevator is out of service.

PREVIOUS PRESENTATIONS

All previous communications or agreements, written or verbal, are hereby abrogated and this writing constitutes the whole specification when attached to proper order.

This agreement shall be interpreted in accordance with the laws of the State of Alabama.

Administrative fee:

Awarded bidder(s) are to pay the State an administrative fee for all sales paid under this contract. This fee will be 1% (0.01) of the total dollar amount for all sales paid. The fee is to be remitted the first month of each quarter before the 20th and will represent a single, one-time payment for all sales paid during the prior quarter and as adjusted for errors associated with earlier quarters. This fee is not to be listed as a separate cost on invoices. The awarded bidder(s) will be required to provide a summary report each

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quarter before the 20th listing sales paid during the prior calendar quarter. This report is to include the quarter being reported, the master agreement number, purchasing entity, sales amount, and fee amount. A report is due even when there is no activity. This report is to be sent electronically to telecom.admin@oit.alabama.gov. A copy of the summary report is to also accompany the payment. The remittance is to be identified with the reporting quarter and master agreement number. Failure to comply with provisions of this paragraph will be grounds for termination of the contract(s).

Reports and Payments will be due according to the following schedule:

October, November, December – Due by January 20th

January, February, March – Due by April 20th

April, May, June – Due by July 20th

July, August, September – Due by October 20th

Remittance is to be payable to the "State of Alabama Department of Finance" and be sent to:

Alabama Department of Finance
Division of Accounting and Administration
PO Box 300658
Montgomery, Alabama 36130-0658



State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

New

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 999 190000000087

NOT TO EXCEED AMOUNT:

Begin Date: 01/01/2019

Procurement Folder: 712343

Expiration Date: 12/31/2019

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 12/19/18

Version Number: 1

CONTACT INFORMATION

REQUESTOR:

Kerri Hines
334-242-4610
kerri.hines@purchasing.alabama.gov

ISSUER:

Kerri Hines
334-242-4610
kerri.hines@purchasing.alabama.gov

BUYER:

Kerri Hines
334-242-4610
kerri.hines@purchasing.alabama.gov

CONTRACT DESCRIPTION

MA-Statewide Elevator Maintenance (Southeast Region)

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VC000052443: Thyssenkrupp Elevator Corporation
284-B Snow Drive
Birmingham AL 35209

Contact:

Matt Moran
2059450062
Matt.Moran@Thyssenkrupp.Com

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	MO	\$517.000000	\$0.00			\$0.00	\$0.00

91013 - Elevator Installation, Maintenance, Repair and Inspection Se
 Elevator Maintenance-DHR Houston County
 Elevator Maintenance, in accordance with the "State of Alabama Specification for Vertical Transportation Equipment Maintenance Service"

Department of Human Resources
 Houston County DHR & FS Office
 1605 Ross Clark Circle SE
 Dothan, AL. 36302-2027

Equipment: Hydro Passenger/ Auto
 MFR: Dover
 Cap/Speed: 1500/75
 Qty: 1

Hours to be expended- 1 hour per week

contact: Susan Crawford (334) 677-0442

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	MO	\$1,034.000000	\$0.00			\$0.00	\$0.00

91013 - Elevator Installation, Maintenance, Repair and Inspection Se
 Elevator Maintenance-Conservation
 Elevator Maintenance, in accordance with the "State of Alabama Specification for Vertical Transportation Equipment Maintenance Service"

Department of Conservation
 Lakepoint Resort Lodge
 Hwy. 431
 104 Lakepoint Dr.
 Eufaula, AL. 36027

Equipment: Hydro Passenger
 MFR: General
 Cap/Speed: 2000/100
 Qty: 2

Hours to be expended- 1 hour per week

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0	MO	\$517.000000	\$0.00			\$0.00	\$0.00

91013 - Elevator Installation, Maintenance, Repair and Inspection Se
 Elevator Maintenance-ALDOT 7th Division
 Elevator Maintenance, in accordance with the "State of Alabama Specification for Vertical Transportation Equipment Maintenance Service"

Department of Transportation
 7th Division
 Hwy. 87 South
 P.O. Box 647
 Troy, AL. 36081

Equipment: Passenger Hydraulic
 MFR: Dover
 Cap/Speed: 2000/100
 Qty: 1

Hours to be expended- 1 hour per week

contact: Joe Wares (334) 670-2461

Approved:



Purchasing Director

APPROVALS			
Date	Status Before	Status After	Approver

Final

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Specifications for Vertical Transportation Equipment Maintenance Service

Maintenance of the Vertical Transportation Equipment is vital to the safe and efficient operation of the State buildings involved and to the satisfactory daily functioning of all individuals utilizing these buildings.

AWARD:

Award will be made "all or none" to the lowest responsible bidder meeting all specifications. Past performance may be considered in determining a bidder's responsibility. A bidder having negative past performance during the three years immediately preceding this solicitation of which the State or its agencies is aware may result in a bidder being excluded from consideration for award. The elevators are separated into regions. Each Region will have its own solicitation.

DUTIES AND RESPONSIBILITIES OF CONTRACTOR:

Contractor shall furnish all supplies, parts, components, materials, maintenance service vehicles, labor, labor supervision, tools, test equipment, special equipment and lubricants necessary to provide full preventative maintenance, adjustment, replacement and repair service for the complete vertical transportation system.

The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence as well as that resulting from acts of his employees, agency, and subcontractors. The Contractor shall save and keep harmless the State of Alabama against any or all lost cost, damage claim expenses or liability in connection with the performance of this contract.

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment and vegetation (such as trees, shrubs, and grass) on State of Alabama property. In the event the Contractor fails to do so and damages any such buildings, equipment or vegetation, he shall replace or repair the damage at no expense to the State. If the vendor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost thereof which may be deducted from the contract price.

The Contractor's representative(s) shall log in and out each day in any State building or facility. Suitable arrangements shall be made with the contact person(s) listed on the contract.

If repair work at overtime hours is required and ordered on other than emergency calls, the Contractor shall be responsible for the payment of their personnel. No work outside the scope of this contract shall be performed without prior approval from the agency contact.

The Contractor shall notify the agency (in writing) immediately of the existence of, or the development of any defects in, or repairs required to the elevator plant. Also, he shall furnish a written estimate of the cost to make final determination as to Contractor or State responsibility.

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WARRANTY OF SERVICES:

Notwithstanding inspection and acceptance by the State of Alabama or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will free from defects in workmanship and will conform to the requirements of this contract at time of acceptance. The State of Alabama shall give written notice of any such defect or non-conformance to the Contractor. Such notice shall state either (1) that the Contractor shall correct or re-perform any defective or non-conforming services, or (2) that the State of Alabama does not require correction or replacement. If the Contractor is required to correct or re-perform, it shall be at no cost to the State, and any services corrected or re-performed by the Contractor pursuant to this clause, will adhere to the same extent of work initially performed.

WEEKLY/BIWEEKLY SERVICES:

Unless otherwise stated, the Contractor shall have at least one of his competent mechanics to report weekly (or biweekly, depending on what is written in the contract) to the custodian in charge and said mechanic shall proceed to make all repairs and adjustments required to keep the elevator equipment in safe and first class operating condition. This work shall also include regular and systematic inspection on all elevator equipment and adjustment or replacement of all work or deteriorated parts, furnishing all apparatuses for testing.

SCOPE OF WORK:

Contractor shall be responsible for regular, responsive and systematic execution of the work items included in this agreement as follow:

Complete Maintenance: Contractor agrees to regularly and systematically examine, clean, lubricate and adjust the vertical transportation equipment and provide unlimited call back service during regular working hours and, as conditions warrant, in the judgement of the agency, repair or replace all portions of the equipment included under this contract, including but not limited to the following:

Elevator machines, including worms, gears, thrust bearing, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, brake contacts, linings and all other components and parts of the machine and brake.

Hoist motors, solid state motor drives, including motor windings, rotating elements, including commutators, brushes, brush holders and bearings, and all other components and parts.

Hydraulic plungers, packing, pump motors, pumps, belts, pullies, valves, mufflers, piping and connections (except those beneath the ground), silencers, tanks or oil reservoirs, hydraulic system oil and all other related components and parts.

Controllers, selectors and dispatching equipment, including all relays, solid state components, resistors, condensers, transformers, contacts, leads, dashpots, leads, dashpots, timing devices, computer devices, steel selector tape (or cable) and mechanical and electrical driving equipment, and all other components and parts:

Governors, including governor sheave and shaft assemblies, bearings, contacts and governor jaws, and car and counterweight safeties and buffers.

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Deflectors or secondary sheaves including bearings, car and counterweight buffers, car and counterweight guide rails, top and bottom limit switches, governor tension sheave assembly, compensating sheave assembly, counterweight guide shoes including rollers or gibs, inductors, cams, tapes:

Hoistway door interlocks, hoistway door hangers, bottom door guides and auxiliary door closing devices.

Automatic power operated door operators, including door drive chains, sheaves, belts, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanism, platforms, and elevator car roller guides.

Alarm bells, emergency stop switches, emergency car lights and batteries:

Car and Corridor operating stations, car fan, car and corridor signals and fixtures including lights, dials, or read-out indicators.

THE CONTRACTOR ALSO AGREES:

To examine periodically all safety devices and governors and conduct annual no load test, and each fifth year subsequent to the previous testing date perform a full load, full speed test of safety mechanism, overhead speed governors and car and counterweight buffers on all traction elevators and each third year subsequent to the previous testing date, on hydraulic elevators per A.H.S/1.A17.1 Code. The car balance will be checked, and the governor set. If required, the governor will be re-calibrated and sealed for proper tripping speed, and rails will be refilled to restore and smooth running surface. All required testing shall be accomplished within the first 90 days of Contract.

Written reports of said tests shall be submitted to Owner and/or Owner's agency within 15 days of test completion and in the case of running safety tests, prior notification shall be given so that a Building Manager/Custodian of the owner may be present.

Contractors also agrees to drain and flush hoist machine gear cases and bearing oil reservoirs annual and refill with the proper type and grade of oil. Where applicable, door operators shall be similarly drained, flushes and refilled annually.

Contractors also agrees to keep car tops, pits and hoistways clean and free from dirt, oil, lint, debris and stored items and to maintain each machine room in clean, neat condition. (Including painting, as required, machine room floors.)

Contractor shall renew all wire ropes as often as is necessary to maintain an adequate factor of safety and shall equalize the tension on all hoisting ropes, repair or replace conductor cables and hoistway and machine room elevator wiring as conditions may warrant.

Contractor also agrees, where appropriate, to short all ropes as necessary to provide continued safe operation and maintain normal traction.

Contractor also agrees to keep all guide rails free of rust, to renew all guide rollers or shoes as often as necessary to provide smooth and quiet operation, and to maintain proper tension of car and counterweight guides against the rails.

Contractor shall clean and paint equipment at regular intervals sufficient in frequency to maintain a professional appearance and preserve the life of the equipment. (Contractor shall not be responsible for cleaning any equipment made necessary beyond his

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reasonable control or as a result of improper janitorial or building maintenance functions.)

Contractor shall lubricate the equipment at intervals recommended by the equipment manufacturer or as dictated by the use of the equipment. All lubricants shall be suitable for the purpose intended and shall meet or exceed the minimum requirements specified by the manufacturer of the equipment to which the lubricant is applied.

Contractor shall adjust the equipment as necessary and when the operation of the equipment as necessary and when the operation of the equipment varies from its normal or originally designed performance as a result of normal wear and tear, or when necessary to preserve the useful life of a part of assembly.

Contractor shall make repairs and/or replace all worn, damaged or broken parts or components. Parts shall be replaced when worn beyond normal adjustment limits. Replacements shall also be made whenever they will prevent an unscheduled elevator shutdown, ensure continued normal operation, extend the useful life of the elevator or any of its components, or when necessary to continue safe, dependable operation in accordance with A.H.S. I. Code, or to continue performance of the equipment in accordance with original design, When more than one elevator requires repair the owner will establish priorities of accomplishment.

In performing the above indicated work, Contractor agrees to provide only genuine parts used by the manufacturer of the equipment or equal for replacement or repair, any to use only those lubricants equal to that obtained from and/or recommended by the manufacturer of the equipment.

PERFORMANCE REQUIREMENTS

Contractor agrees to maintain the minimum performance requirements of the elevator as designated.

Performance test will be made as follows:

- Floor to floor times are measured from the time the doors start to close including a typical one-floor travel and until the elevator is approximately level with the next successive floor, either up or down, and the doors $\frac{3}{4}$ open.
- Door opening times are measured from start of car door open until doors in the fully open positions.
- Door closing times are measured from start of door close until hoistway doors are fully closed. Contract time will be those shown, or the minimum permitted by Code, whichever is greater.
- Accuracy of leveling shall be measured under all load conditions.
- Variance from rated speed, regardless of load, shall not exceed 5%, except for hydraulic elevators where a variance of 10% is permitted from empty to full load.

In accomplishing the above requirements, Contractor shall maintain a comfortable elevator ride with smooth acceleration, retardation and a soft stop. Door operation shall be quiet and positive with smooth checking at the extremes of travel in keeping with the original design capability of the equipment.

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ITEMS OF ELEVATOR AND ESCALATOR EQUIPMENT NOT INCLUDED IN THIS AGREEMENT. Contractor assumes no responsibility for the following items of equipment which are not included in this agreement.

- Repairs required because of negligence, accident or misuse of the equipment by anyone other than the Contractor, his employees, subcontractors, servants or agency, or other causes beyond the Contractor's control except ordinary wear and tear.
- Repair or replacement of building items, such as hoistway or machine room walls and floors, car enclosures, including removable panels, door panels, car gates, plenum chambers, ceiling, light bulbs, elevator car handrails, mirrors and carpets except as these may be damaged or destroyed by actions of the Contractor's personnel.
- Elevator mainline and auxiliary disconnect switches, fuses and feeders to control panels.
- Lamps for machine room illumination.

SCHEDULING OF PREVENTIVE MAINTENANCE

All normal work under this Agreement will be performed during regular hours or regular working days of the elevator trade. Removal of elevators from service shall be coordinated with and approved by the Building Manager/Custodian. To the extent possible all preventive maintenance which required removal of elevators from service will be scheduled during off-peak hours of building operation. No elevator will be taken out of service during the normal business day without prior notification to the Building Manager/Custodian except under emergency conditions. Contractor shall not remove from service more than one elevator at a time in any bank of elevators (except in emergencies). Emergency circumstances are understood to be those which pose imminent possibility of equipment damage or passenger injury as judged by the Contractor's employees.

It is understood that wherever the words "adequate" or "as required" or "as necessary" are indicated in the Agreement as they relate to equipment performance they shall mean "at whatever frequency of maintenance, repair, adjustment and/or testing is required to provide the optimum level of consistent elevator operation".

EMERGENCY CALL BACK SERVICE

- Call back Service During Regular Working Hours:
The Contractor shall without additional charge to the Owner, provide emergency minor adjustment call back service during the Contractor's regular working hours. The Contractor shall respond to a call back within a maximum of two (2) hours from the time the request for service is made by the Owner's authorized personnel.
- Emergency Call Back Service During Overtime Working Hours:
Twenty-four hour emergency call back service shall be provided by the Contractor. The Contractor shall respond to an emergency call back within a maximum of two (2) hours from the time the request for service is made by the owner's authorized personnel. This will be at no additional expense to the State of Alabama.

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- A trouble log shall be maintained by the Contractor in the machine room for each building on which the date of each call back, the reported trouble, the problem found and the corrective action taken shall be recorded. In addition, the Contractor shall be responsible for reporting this information daily to the Building Manager/Custodian so that it may also review the operational status of its elevator trouble call control log. This trouble log will become property of the State at the end of the contract period.

HOURS TO BE EXPENDED

The Contractor hereby agrees that it will spend the indicated time in performing maintenance under this agreement. These hours are to be devoted to scheduled preventive maintenance operations (examination, cleaning, lubrication, adjustments, and repairs) and shall not include call backs. These hours may not include helpers' hours. The minimum number of acceptable hours are considered to be in the Industry Standard for the level of maintenance expected as established by the State of Alabama.

The Contractor agrees that all work shall be performed by and under the supervision of skilled, sufficient number of experienced elevator service mechanics and repairman directly employed who are permanently assigned to support the execution of this Agreement for normal preventive maintenance and repair work, and who shall be qualified to keep the elevator equipment in proper and safe operating condition. The vendor will provide, upon request, a proposed staffing plan including names and title/position of personnel expected to be assigned to each location. All employees performing work under this Agreement shall be satisfactorily dressed in clean uniforms (identifying them as elevator servicemen) with acceptable demeanor and possessing full technical qualifications in the opinion of Owner and/or the Owner's agent. Any employees found to be unacceptable to the Owner or Owner's agent shall be replaced after being given reasonable notice by the Contractor.

OWNER'S RIGHT TO INSPECT AND REQUIRE WORK

Owner reserves the right to make such inspections and witness tests as are necessary to ascertain that the requirements of this agreement are being fulfilled. Contractor agrees to furnish personnel and tools necessary to conduct such tests. Deficiencies reported shall be promptly corrected at Contractor's expense. If Contractor fails to perform the work required by the terms of this Agreement in a diligent and satisfactory manner, Owner may, after 10 day written notice to Contractor, perform or cause to be performed all or any part of the work required hereunder: Contract agrees that it will reimburse Owner for any expense incurred and therefore the Owner at this election deduct the amount from any sum owing Contractor.

The Owner's right to make inspections or tests may be exercised by its elevator consultant, as it may designate, who will, if the Owner so advises, have the same authority to inspect and test as the Owner, as provided hereunder.

The waiver by Owner of a breach of any provision of this agreement by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor.

Vendor will furnish, prior to award, a maintenance schedule form (machine room log) or other suitable written procedure depicting the method and schedule to be followed in performing elevator maintenance. Vendor may turn this information in with their bid to expedite bid evaluation and award.

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Machine room logs containing a detailed schedule of full preventive maintenance with indications of frequency of task, shall be posed in each machine room and mounted on each controller. These logs shall be maintained by the contractor and may be inspected by the Owner and/or Owner's agent. When posted all logs shall become property of owner and upon completion of Contract, logs shall be presented to owners authorized representative.

The Owner/State of Alabama reserves the right to obtain the following information if requested:

-Statement as to the total number of elevators, all types, that are maintained by the Contractor's local office which will be handling the maintenance services for this contract.

-Statement that the vendor has successfully maintained, under full preventative maintenance, from the local office, elevators of similar kind and complexity. Also, the vendor/contractor will include any additional information which will help the State in evaluating the Vendor's stability, resources, and scope of experience.

-Vendor must, if requested, furnish a list of all maintenance contracts in effect as of January 1, 2018. The list is to include company, address, and contact name and phone number. The State of Alabama will have permission to inspect the quality of maintenance being performed at the vendor's current customer's sites.

CONTRACTOR TO COMPLY WITH LAWS

In the performance of this Agreement the contractor shall abide by all existing laws, codes, rules and regulations set forth by all appropriate authorities have jurisdiction in the location where the work is to be performed. Contractor shall also procure and pay for any necessary permits or licenses pertaining to the work hereunder.

Contractor shall not be required under this agreement to make other safety tests or to install new attachments as may be recommended or directed by insurance companies, federal, state, municipal or governmental authorities, not to make any replacement parts of a different design subsequent to the date of this contract, unless compensated for such installation.

All repair, parts replacement or adjustments called for hereunder shall be performed in full compliance with ANSI A17.1 Safety Code for Elevators and escalators, latest edition, and ANSI A17.1 2000 ANSI A17.2 2000 inspector's manual, latest edition, including amendments thereto.

INSURANCE

Contractor shall at all times carry and maintain, on all operations hereunder, all of the following insurance: (Insurance certificate(s) should be submitted with the bid. Failure to do so will delay the evaluation and award. Insurance certificates must show the State of Alabama, Department of Finance, Division of Purchasing as the certificate/bond holder.)

-Commercial General Liability, minimum \$1,000,000 aggregate including property damage and bodily injury.

-Comprehensive General Liability, minimum \$500,000 per person and minimum \$1,000,000 per occurrence.

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-Automobile Liability, minimum \$1,000,000 combined single limit

-Worker's Compensation sufficient under the laws of the State of Alabama, covering all persons employed by the vendor engaged in performance of the work required in this contract.

PERFORMANCE BOND

The vendor will furnish within ten state business days after receipt of notice of award, a performance bond in the amount specified below. It shall consist of a cashier's check, other type bank certified check (personal/company checks are not acceptable), bank or postal money order or surety bond issued by a company authorized to do business within the State of Alabama.

The Director of Purchasing shall be the custodian of the performance bond. The bond must reference the bid and be payable to the State of Alabama. The performance bond will be returned in a reasonable time after the Division of Purchasing has received verification that the contract has been satisfactorily completed. A new bond/updated bond will be required for with each 12-month contract period extension, to cover the life of the contract.

Performance bond amount: Total amount of bid

PERFORMANCE BY THE OWNER

The Owner (State of Alabama) agrees:

- To provide the Contractor access to the elevator equipment
- To keep the elevator pit(s) and motor room(s) free from water
- To be responsible for removing water from elevator pits and maintaining the drainage facilities for the pits, or for damage therefrom
- Not to use the elevator machine room and equipment spaces for storage
- To be responsible for refinishing of cabs, hoistways, or equipment room interiors
- To be responsible for the maintenance of car lighting, florescent tubes, florescent ballasts and starts
- To be responsible for the main safety switch providing electricity to the equipment
- To be responsible for the maintenance and service of the lights in the equipment room and penthouse
- To be responsible for the maintenance and service of all telephones installed in the cards or the equipment pertaining thereto except for the wiring between the car and control board
- To report to the Contractor any conditions which may indicate the need for correction before the next regularly scheduled examination
- That the contractor does not at any time assume possession of control of any part of the equipment, but such remains the State's exclusively as the owner thereof.

TERM OF CONTRACT

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Establish a 12 month contract with an option to extend for a second, third, fourth, and fifth 12 month period with the same pricing, terms and conditions. The second, third, fourth, or fifth 12 month period, if agreed by both parties, would begin the day after the first, second, third, or fourth 12 month period expires. And successive extension must have written approval of both the state and vendor no later than 30 days prior to expiration of the previous 12 month period.

PAYMENT

Contractor shall submit to the owner by the fifth working day of the month, a valid invoice in triplicate for the services provided under this agreement during the preceding month.

Under no circumstances shall the commitments of obligations contained in the agreement constitute a debt of the State of Alabama as prohibited by Section 213, Constitution of Alabama of 1901, as amended.

SPECIAL CONDITIONS

- No elevator will be removed from service, except in cases of hazard to life, without prior clearance with designated owner’s representative
- When an elevator is out of service for whatever reason for the performance of maintenance, signs shall be placed at all floor entrances to that elevator indicating that the elevator is out of service.

PREVIOUS PRESENTATIONS

All previous communications or agreements, written or verbal, are hereby abrogated and this writing constitutes the whole specification when attached to proper order.

This agreement shall be interpreted in accordance with the laws of the State of Alabama.

Administrative fee:

Awarded bidder(s) are to pay the State an administrative fee for all sales paid under this contract. This fee will be 1% (0.01) of the total dollar amount for all sales paid. The fee is to be remitted the first month of each quarter before the 20th and will represent a single, one-time payment for all sales paid during the prior quarter and as adjusted for errors associated with earlier quarters. This fee is not to be listed as a separate cost on invoices. The awarded bidder(s) will be required to provide a summary report each quarter before the 20th listing sales paid during the prior calendar quarter. This report is to include the quarter being reported, the master agreement number, purchasing entity, sales amount, and fee amount. A report is due even when there is no activity. This report is to be sent electronically to telecom.admin@oit.alabama.gov. A copy of the summary report is to also accompany the payment. The remittance is to be identified with the reporting quarter and master agreement number. Failure to comply with provisions of this paragraph will be grounds for termination of the contract(s).

Reports and Payments will be due according to the following schedule:

190000000087	Document Phase Final	Document Description MA-Statewide Elevator Maintenance (Southeast Region)	Page 13 of 13
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October, November, December – Due by January 20th

January, February, March – Due by April 20th

April, May, June – Due by July 20th

July, August, September – Due by October 20th

Remittance is to be payable to the "State of Alabama Department of Finance" and be sent to:

Alabama Department of Finance
Division of Accounting and Administration
PO Box 300658
Montgomery, Alabama 36130-0658



State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

New

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 999 190000000088

NOT TO EXCEED AMOUNT:

Begin Date: 01/01/2019

Procurement Folder: 712333

Expiration Date: 12/31/2019

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 12/19/18

Version Number: 1

CONTACT INFORMATION

REQUESTOR:

Kerri Hines
334-242-4610
kerri.hines@purchasing.alabama.gov

ISSUER:

Kerri Hines
334-242-4610
kerri.hines@purchasing.alabama.gov

BUYER:

Kerri Hines
334-242-4610
kerri.hines@purchasing.alabama.gov

CONTRACT DESCRIPTION

MA-Statewide Elevator Maintenance-North Region

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VC000052443: Thyssenkrupp Elevator Corporation
284-B Snow Drive
Birmingham AL 35209

Contact:

Matt Moran
2059450062
Matt.Moran@Thyssenkrupp.Com

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	MO	\$1,624.000000	\$0.00			\$0.00	\$0.00

91013 - Elevator Installation, Maintenance, Repair and Inspection Se
 Elevator Maintenance-Conservation
 Elevator Maintenance, in accordance with the "State of Alabama Specification for Vertical Transportation Equipment Maintenance Service"

Conservation State Parks Division
 Joe Wheeler Lodge
 4401 Mclean Dr.
 Rogersville, AL. 35652

Equip: Hydro Passenger
 MFR: Dover
 Cap/Speed: 1500/75
 Qty: 2

Equip: Dumbwaiter (kitchen)
 MFR: Dover
 Cap/Speed:
 Qty: 1

Equip: Dumbwaiter (linen)
 MFR: Matot
 Cap/Speed:
 Qty: 1

Hours to be expended- 3 hours bi-weekly

contact: Christine Garner (256) 247-5461 ext. 376 or Dana Legg (256) 247-5461 ext. 334

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	MO	\$404.000000	\$0.00			\$0.00	\$0.00

91013 - Elevator Installation, Maintenance, Repair and Inspection Se
 Elevator Maintenance-Corrections
 Elevator Maintenance, in accordance with the "State of Alabama Specification for Vertical Transportation Equipment Maintenance Service"

Dept. of Corrections
 Limestone Correctional Facility
 28779 Nick Davis Rd.
 Harvest, AL. 35749

Equipment: Geared Passenger/ Auto
 MFR: Montgomery
 Cap/Speed: 1500/100
 Qty: 1

Hours to be expended- 2 hours bi-weekly

contact: Warden (256) 233-4600

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0	MO	\$406.000000	\$0.00			\$0.00	\$0.00

91013 - Elevator Installation, Maintenance, Repair and Inspection Se
 Elevator Maintenance-Supercomputer Authority

COMMODITY / SERVICE INFORMATION

Elevator Maintenance, in accordance with the "State of Alabama Specification for Vertical Transportation Equipment Maintenance Service"

Alabama Supercomputer Authority
686 Discovery Dr.
Huntsville, AL. 35806

Equipment: Hydro Passenger/ Auto
MFR: Dover
Cap/Speed: 2000/75
Qty: 1

Hours to be expended- 2 hours bi-weekly

contact: K. Wayne McVay (256) 971-7409

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0	MO	\$1,218.000000	\$0.00			\$0.00	\$0.00

91013 - Elevator Installation, Maintenance, Repair and Inspection Se
Elevator Maintenance-Madison County DHR
Elevator Maintenance, in accordance with the "State of Alabama Specification for Vertical Transportation Equipment Maintenance Service"

Dept. of Human Resources
Madison County DHR and FS Office
2206 Oakwood Ave. NW
Huntsville, AL. 35810

Final

Equipment: Gearless Passenger
MFR: Schindler
Cap/Speed: 3500/150
Qty: 3

Hours to be expended- 2 hours bi-weekly

contact: Debra Turner (256) 427-6385

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

Approved:



Purchasing Director

APPROVALS			
Date	Status Before	Status After	Approver

19000000088	Document Phase Final	Document Description MA-Statewide Elevator Maintenance-North Region	Page 4 of 13
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Specifications for Vertical Transportation Equipment Maintenance Service

Maintenance of the Vertical Transportation Equipment is vital to the safe and efficient operation of the State buildings involved and to the satisfactory daily functioning of all individuals utilizing these buildings.

AWARD:

Award will be made "all or none" to the lowest responsible bidder meeting all specifications. Past performance may be considered in determining a bidder's responsibility. A bidder having negative past performance during the three years immediately preceding this solicitation of which the State or its agencies is aware may result in a bidder being excluded from consideration for award. The elevators are separated into regions. Each Region will have its own solicitation.

DUTIES AND RESPONSIBILITIES OF CONTRACTOR:

Contractor shall furnish all supplies, parts, components, materials, maintenance service vehicles, labor, labor supervision, tools, test equipment, special equipment and lubricants necessary to provide full preventative maintenance, adjustment, replacement and repair service for the complete vertical transportation system.

The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence as well as that resulting from acts of his employees, agency, and subcontractors. The Contractor shall save and keep harmless the State of Alabama against any or all lost cost, damage claim expenses or liability in connection with the performance of this contract.

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment and vegetation (such as trees, shrubs, and grass) on State of Alabama property. In the event the Contractor fails to do so and damages any such buildings, equipment or vegetation, he shall replace or repair the damage at no expense to the State. If the vendor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost thereof which may be deducted from the contract price.

The Contractor's representative(s) shall log in and out each day in any State building or facility. Suitable arrangements shall be made with the contact person(s) listed on the contract.

If repair work at overtime hours is required and ordered on other than emergency calls, the Contractor shall be responsible for the payment of their personnel. No work outside the scope of this contract shall be performed without prior approval from the agency contact.

The Contractor shall notify the agency (in writing) immediately of the existence of, or the development of any defects in, or repairs required to the elevator plant. Also, he shall furnish a written estimate of the cost to make final determination as to Contractor or State responsibility.

19000000088	Document Phase Final	Document Description MA-Statewide Elevator Maintenance-North Region	Page 5 of 13
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WARRANTY OF SERVICES:

Notwithstanding inspection and acceptance by the State of Alabama or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will free from defects in workmanship and will conform to the requirements of this contract at time of acceptance. The State of Alabama shall give written notice of any such defect or non-conformance to the Contractor. Such notice shall state either (1) that the Contractor shall correct or re-perform any defective or non-conforming services, or (2) that the State of Alabama does not require correction or replacement. If the Contractor is required to correct or re-perform, it shall be at no cost to the State, and any services corrected or re-performed by the Contractor pursuant to this clause, will adhere to the same extent of work initially performed.

WEEKLY/BIWEEKLY SERVICES:

Unless otherwise stated, the Contractor shall have at least one of his competent mechanics to report weekly (or biweekly, depending on what is written in the contract) to the custodian in charge and said mechanic shall proceed to make all repairs and adjustments required to keep the elevator equipment in safe and first class operating condition. This work shall also include regular and systematic inspection on all elevator equipment and adjustment or replacement of all work or deteriorated parts, furnishing all apparatuses for testing.

SCOPE OF WORK:

Contractor shall be responsible for regular, responsive and systematic execution of the work items included in this agreement as follow:

Complete Maintenance: Contractor agrees to regularly and systematically examine, clean, lubricate and adjust the vertical transportation equipment and provide unlimited call back service during regular working hours and, as conditions warrant, in the judgement of the agency, repair or replace all portions of the equipment included under this contract, including but not limited to the following:

Elevator machines, including worms, gears, thrust bearing, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, brake contacts, linings and all other components and parts of the machine and brake.

Hoist motors, solid state motor drives, including motor windings, rotating elements, including commutators, brushes, brush holders and bearings, and all other components and parts.

Hydraulic plungers, packing, pump motors, pumps, belts, pullies, valves, mufflers, piping and connections (except those beneath the ground), silencers, tanks or oil reservoirs, hydraulic system oil and all other related components and parts.

Controllers, selectors and dispatching equipment, including all relays, solid state components, resistors, condensers, transformers, contacts, leads, dashpots, leads, dashpots, timing devices, computer devices, steel selector tape (or cable) and mechanical and electrical driving equipment, and all other components and parts:

Governors, including governor sheave and shaft assemblies, bearings, contacts and governor jaws, and car and counterweight safeties and buffers.

19000000088	Document Phase Final	Document Description MA-Statewide Elevator Maintenance-North Region	Page 6 of 13
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Deflectors or secondary sheaves including bearings, car and counterweight buffers, car and counterweight guide rails, top and bottom limit switches, governor tension sheave assembly, compensating sheave assembly, counterweight guide shoes including rollers or gibs, inductors, cams, tapes:

Hoistway door interlocks, hoistway door hangers, bottom door guides and auxiliary door closing devices.

Automatic power operated door operators, including door drive chains, sheaves, belts, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanism, platforms, and elevator car roller guides.

Alarm bells, emergency stop switches, emergency car lights and batteries:

Car and Corridor operating stations, car fan, car and corridor signals and fixtures including lights, dials, or read-out indicators.

THE CONTRACTOR ALSO AGREES:

To examine periodically all safety devices and governors and conduct annual no load test, and each fifth year subsequent to the previous testing date perform a full load, full speed test of safety mechanism, overhead speed governors and car and counterweight buffers on all traction elevators and each third year subsequent to the previous testing date, on hydraulic elevators per A.H.S/1.A17.1 Code. The car balance will be checked, and the governor set. If required, the governor will be re-calibrated and sealed for proper tripping speed, and rails will be refilled to restore and smooth running surface. All required testing shall be accomplished within the first 90 days of Contract.

Written reports of said tests shall be submitted to Owner and/or Owner's agency within 15 days of test completion and in the case of running safety tests, prior notification shall be given so that a Building Manager/Custodian of the owner may be present.

Contractors also agrees to drain and flush hoist machine gear cases and bearing oil reservoirs annual and refill with the proper type and grade of oil. Where applicable, door operators shall be similarly drained, flushes and refilled annually.

Contractors also agrees to keep car tops, pits and hoistways clean and free from dirt, oil, lint, debris and stored items and to maintain each machine room in clean, neat condition. (Including painting, as required, machine room floors.)

Contractor shall renew all wire ropes as often as is necessary to maintain an adequate factor of safety and shall equalize the tension on all hoisting ropes, repair or replace conductor cables and hoistway and machine room elevator wiring as conditions may warrant.

Contractor also agrees, where appropriate, to short all ropes as necessary to provide continued safe operation and maintain normal traction.

Contractor also agrees to keep all guide rails free of rust, to renew all guide rollers or shoes as often as necessary to provide smooth and quiet operation, and to maintain proper tension of car and counterweight guides against the rails.

Contractor shall clean and paint equipment at regular intervals sufficient in frequency to maintain a professional appearance and preserve the life of the equipment. (Contractor shall not be responsible for cleaning any equipment made necessary beyond his

19000000088	Document Phase Final	Document Description MA-Statewide Elevator Maintenance-North Region	Page 7 of 13
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reasonable control or as a result of improper janitorial or building maintenance functions.)

Contractor shall lubricate the equipment at intervals recommended by the equipment manufacturer or as dictated by the use of the equipment. All lubricants shall be suitable for the purpose intended and shall meet or exceed the minimum requirements specified by the manufacturer of the equipment to which the lubricant is applied.

Contractor shall adjust the equipment as necessary and when the operation of the equipment as necessary and when the operation of the equipment varies from its normal or originally designed performance as a result of normal wear and tear, or when necessary to preserve the useful life of a part of assembly.

Contractor shall make repairs and/or replace all worn, damaged or broken parts or components. Parts shall be replaced when worn beyond normal adjustment limits. Replacements shall also be made whenever they will prevent an unscheduled elevator shutdown, ensure continued normal operation, extend the useful life of the elevator or any of its components, or when necessary to continue safe, dependable operation in accordance with A.H.S. I. Code, or to continue performance of the equipment in accordance with original design, When more than one elevator requires repair the owner will establish priorities of accomplishment.

In performing the above indicated work, Contractor agrees to provide only genuine parts used by the manufacturer of the equipment or equal for replacement or repair, any to use only those lubricants equal to that obtained from and/or recommended by the manufacturer of the equipment.

PERFORMANCE REQUIREMENTS

Contractor agrees to maintain the minimum performance requirements of the elevator as designated.

Performance test will be made as follows:

- Floor to floor times are measured from the time the doors start to close including a typical one-floor travel and until the elevator is approximately level with the next successive floor, either up or down, and the doors $\frac{3}{4}$ open.
- Door opening times are measured from start of car door open until doors in the fully open positions.
- Door closing times are measured from start of door close until hoistway doors are fully closed. Contract time will be those shown, or the minimum permitted by Code, whichever is greater.
- Accuracy of leveling shall be measured under all load conditions.
- Variance from rated speed, regardless of load, shall not exceed 5%, except for hydraulic elevators where a variance of 10% is permitted from empty to full load.

In accomplishing the above requirements, Contractor shall maintain a comfortable elevator ride with smooth acceleration, retardation and a soft stop. Door operation shall be quiet and positive with smooth checking at the extremes of travel in keeping with the original design capability of the equipment.

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ITEMS OF ELEVATOR AND ESCALATOR EQUIPMENT NOT INCLUDED IN THIS AGREEMENT. Contractor assumes no responsibility for the following items of equipment which are not included in this agreement.

- Repairs required because of negligence, accident or misuse of the equipment by anyone other than the Contractor, his employees, subcontractors, servants or agency, or other causes beyond the Contractor's control except ordinary wear and tear.
- Repair or replacement of building items, such as hoistway or machine room walls and floors, car enclosures, including removable panels, door panels, car gates, plenum chambers, ceiling, light bulbs, elevator car handrails, mirrors and carpets except as these may be damaged or destroyed by actions of the Contractor's personnel.
- Elevator mainline and auxiliary disconnect switches, fuses and feeders to control panels.
- Lamps for machine room illumination.

SCHEDULING OF PREVENTIVE MAINTENANCE

All normal work under this Agreement will be performed during regular hours or regular working days of the elevator trade. Removal of elevators from service shall be coordinated with and approved by the Building Manager/Custodian. To the extent possible all preventive maintenance which required removal of elevators from service will be scheduled during off-peak hours of building operation. No elevator will be taken out of service during the normal business day without prior notification to the Building Manager/Custodian except under emergency conditions. Contractor shall not remove from service more than one elevator at a time in any bank of elevators (except in emergencies). Emergency circumstances are understood to be those which pose imminent possibility of equipment damage or passenger injury as judged by the Contractor's employees.

It is understood that wherever the words "adequate" or "as required" or "as necessary" are indicated in the Agreement as they relate to equipment performance they shall mean "at whatever frequency of maintenance, repair, adjustment and/or testing is required to provide the optimum level of consistent elevator operation".

EMERGENCY CALL BACK SERVICE

- Call back Service During Regular Working Hours:
The Contractor shall without additional charge to the Owner, provide emergency minor adjustment call back service during the Contractor's regular working hours. The Contractor shall respond to a call back within a maximum of two (2) hours from the time the request for service is made by the Owner's authorized personnel.
- Emergency Call Back Service During Overtime Working Hours:
Twenty-four hour emergency call back service shall be provided by the Contractor. The Contractor shall respond to an emergency call back within a maximum of two (2) hours from the time the request for service is made by the owner's authorized personnel. This will be at no additional expense to the State of Alabama.

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- A trouble log shall be maintained by the Contractor in the machine room for each building on which the date of each call back, the reported trouble, the problem found and the corrective action taken shall be recorded. In addition, the Contractor shall be responsible for reporting this information daily to the Building Manager/Custodian so that it may also review the operational status of its elevator trouble call control log. This trouble log will become property of the State at the end of the contract period.

HOURS TO BE EXPENDED

The Contractor hereby agrees that it will spend the indicated time in performing maintenance under this agreement. These hours are to be devoted to scheduled preventive maintenance operations (examination, cleaning, lubrication, adjustments, and repairs) and shall not include call backs. These hours may not include helpers' hours. The minimum number of acceptable hours are considered to be in the Industry Standard for the level of maintenance expected as established by the State of Alabama.

The Contractor agrees that all work shall be performed by and under the supervision of skilled, sufficient number of experienced elevator service mechanics and repairman directly employed who are permanently assigned to support the execution of this Agreement for normal preventive maintenance and repair work, and who shall be qualified to keep the elevator equipment in proper and safe operating condition. The vendor will provide, upon request, a proposed staffing plan including names and title/position of personnel expected to be assigned to each location. All employees performing work under this Agreement shall be satisfactorily dressed in clean uniforms (identifying them as elevator servicemen) with acceptable demeanor and possessing full technical qualifications in the opinion of Owner and/or the Owner's agent. Any employees found to be unacceptable to the Owner or Owner's agent shall be replaced after being given reasonable notice by the Contractor.

OWNER'S RIGHT TO INSPECT AND REQUIRE WORK

Owner reserves the right to make such inspections and witness tests as are necessary to ascertain that the requirements of this agreement are being fulfilled. Contractor agrees to furnish personnel and tools necessary to conduct such tests. Deficiencies reported shall be promptly corrected at Contractor's expense. If Contractor fails to perform the work required by the terms of this Agreement in a diligent and satisfactory manner, Owner may, after 10 day written notice to Contractor, perform or cause to be performed all or any part of the work required hereunder: Contract agrees that it will reimburse Owner for any expense incurred and therefore the Owner at this election deduct the amount from any sum owing Contractor.

The Owner's right to make inspections or tests may be exercised by its elevator consultant, as it may designate, who will, if the Owner so advises, have the same authority to inspect and test as the Owner, as provided hereunder.

The waiver by Owner of a breach of any provision of this agreement by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor.

Vendor will furnish, prior to award, a maintenance schedule form (machine room log) or other suitable written procedure depicting the method and schedule to be followed in performing elevator maintenance. Vendor may turn this information in with their bid to expedite bid evaluation and award.

19000000088	Document Phase Final	Document Description MA-Statewide Elevator Maintenance-North Region	Page 10 of 13
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Machine room logs containing a detailed schedule of full preventive maintenance with indications of frequency of task, shall be posted in each machine room and mounted on each controller. These logs shall be maintained by the contractor and may be inspected by the Owner and/or Owner's agent. When posted all logs shall become property of owner and upon completion of Contract, logs shall be presented to owners authorized representative.

The Owner/State of Alabama reserves the right to obtain the following information if requested:

- Statement as to the total number of elevators, all types, that are maintained by the Contractor's local office which will be handling the maintenance services for this contract.

- Statement that the vendor has successfully maintained, under full preventative maintenance, from the local office, elevators of similar kind and complexity. Also, the vendor/contractor will include any additional information which will help the State in evaluating the Vendor's stability, resources, and scope of experience.

- Vendor must, if requested, furnish a list of all maintenance contracts in effect as of January 1, 2018. The list is to include company, address, and contact name and phone number. The State of Alabama will have permission to inspect the quality of maintenance being performed at the vendor's current customer's sites.

CONTRACTOR TO COMPLY WITH LAWS

In the performance of this Agreement the contractor shall abide by all existing laws, codes, rules and regulations set forth by all appropriate authorities have jurisdiction in the location where the work is to be performed. Contractor shall also procure and pay for any necessary permits or licenses pertaining to the work hereunder.

Contractor shall not be required under this agreement to make other safety tests or to install new attachments as may be recommended or directed by insurance companies, federal, state, municipal or governmental authorities, not to make any replacement parts of a different design subsequent to the date of this contract, unless compensated for such installation.

All repair, parts replacement or adjustments called for hereunder shall be performed in full compliance with ANSI A17.1 Safety Code for Elevators and escalators, latest edition, and ANSI A17.1 2000 ANSI A17.2 2000 inspector's manual, latest edition, including amendments thereto.

INSURANCE

Contractor shall at all times carry and maintain, on all operations hereunder, all of the following insurance: (Insurance certificate(s) should be submitted with the bid. Failure to do so will delay the evaluation and award. Insurance certificates must show the State of Alabama, Department of Finance, Division of Purchasing as the certificate/bond holder.)

- Commercial General Liability, minimum \$1,000,000 aggregate including property damage and bodily injury.

- Comprehensive General Liability, minimum \$500,000 per person and minimum \$1,000,000 per occurrence.

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-Automobile Liability, minimum \$1,000,000 combined single limit

-Worker's Compensation sufficient under the laws of the State of Alabama, covering all persons employed by the vendor engaged in performance of the work required in this contract.

PERFORMANCE BOND

The vendor will furnish within ten state business days after receipt of notice of award, a performance bond in the amount specified below. It shall consist of a cashier's check, other type bank certified check (personal/company checks are not acceptable), bank or postal money order or surety bond issued by a company authorized to do business within the State of Alabama.

The Director of Purchasing shall be the custodian of the performance bond. The bond must reference the bid and be payable to the State of Alabama. The performance bond will be returned in a reasonable time after the Division of Purchasing has received verification that the contract has been satisfactorily completed. A new bond/updated bond will be required for with each 12-month contract period extension, to cover the life of the contract.

Performance bond amount: Total amount of bid

PERFORMANCE BY THE OWNER

The Owner (State of Alabama) agrees:

- To provide the Contractor access to the elevator equipment
- To keep the elevator pit(s) and motor room(s) free from water
- To be responsible for removing water from elevator pits and maintaining the drainage facilities for the pits, or for damage therefrom
- Not to use the elevator machine room and equipment spaces for storage
- To be responsible for refinishing of cabs, hoistways, or equipment room interiors
- To be responsible for the maintenance of car lighting, florescent tubes, florescent ballasts and starts
- To be responsible for the main safety switch providing electricity to the equipment
- To be responsible for the maintenance and service of the lights in the equipment room and penthouse
- To be responsible for the maintenance and service of all telephones installed in the cards or the equipment pertaining thereto except for the wiring between the car and control board
- To report to the Contractor any conditions which may indicate the need for correction before the next regularly scheduled examination
- That the contractor does not at any time assume possession of control of any part of the equipment, but such remains the State's exclusively as the owner thereof.

TERM OF CONTRACT

19000000088	Document Phase Final	Document Description MA-Statewide Elevator Maintenance-North Region	Page 12 of 13
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Establish a 12 month contract with an option to extend for a second, third, fourth, and fifth 12 month period with the same pricing, terms and conditions. The second, third, fourth, or fifth 12 month period, if agreed by both parties, would begin the day after the first, second, third, or fourth 12 month period expires. And successive extension must have written approval of both the state and vendor no later than 30 days prior to expiration of the previous 12 month period.

PAYMENT

Contractor shall submit to the owner by the fifth working day of the month, a valid invoice in triplicate for the services provided under this agreement during the preceding month.

Under no circumstances shall the commitments of obligations contained in the agreement constitute a debt of the State of Alabama as prohibited by Section 213, Constitution of Alabama of 1901, as amended.

SPECIAL CONDITIONS

- No elevator will be removed from service, except in cases of hazard to life, without prior clearance with designated owner’s representative
- When an elevator is out of service for whatever reason for the performance of maintenance, signs shall be placed at all floor entrances to that elevator indicating that the elevator is out of service.

PREVIOUS PRESENTATIONS

All previous communications or agreements, written or verbal, are hereby abrogated and this writing constitutes the whole specification when attached to proper order.

This agreement shall be interpreted in accordance with the laws of the State of Alabama.

Administrative fee:

Awarded bidder(s) are to pay the State an administrative fee for all sales paid under this contract. This fee will be 1% (0.01) of the total dollar amount for all sales paid. The fee is to be remitted the first month of each quarter before the 20th and will represent a single, one-time payment for all sales paid during the prior quarter and as adjusted for errors associated with earlier quarters. This fee is not to be listed as a separate cost on invoices. The awarded bidder(s) will be required to provide a summary report each quarter before the 20th listing sales paid during the prior calendar quarter. This report is to include the quarter being reported, the master agreement number, purchasing entity, sales amount, and fee amount. A report is due even when there is no activity. This report is to be sent electronically to telecom.admin@oit.alabama.gov. A copy of the summary report is to also accompany the payment. The remittance is to be identified with the reporting quarter and master agreement number. Failure to comply with provisions of this paragraph will be grounds for termination of the contract(s).

Reports and Payments will be due according to the following schedule:

190000000088	Document Phase Final	Document Description MA-Statewide Elevator Maintenance-North Region	Page 13 of 13
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October, November, December – Due by January 20th

January, February, March – Due by April 20th

April, May, June – Due by July 20th

July, August, September – Due by October 20th

Remittance is to be payable to the "State of Alabama Department of Finance" and be sent to:

Alabama Department of Finance
Division of Accounting and Administration
PO Box 300658
Montgomery, Alabama 36130-0658



**State of Alabama
Department of Finance
Division of Purchasing
Master Agreement**

New

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 999 190000000089

NOT TO EXCEED AMOUNT:

Begin Date: 01/01/2019

Procurement Folder: 711909

Expiration Date: 12/31/2019

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 12/19/18

Version Number: 1

CONTACT INFORMATION

REQUESTOR:

Kerri Hines
334-242-4610
kerri.hines@purchasing.alabama.gov

ISSUER:

Kerri Hines
334-242-4610
kerri.hines@purchasing.alabama.gov

BUYER:

Kerri Hines
334-242-4610
kerri.hines@purchasing.alabama.gov

CONTRACT DESCRIPTION

MA-Statewide Elevator Maintenance (East Region)

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VC000052443: Thyssenkrupp Elevator Corporation
284-B Snow Drive
Birmingham AL 35209

Contact:

Matt Moran
2059450062
Matt.Moran@Thyssenkrupp.Com

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	MO	\$532.000000	\$0.00			\$0.00	\$0.00

91013 - Elevator Installation, Maintenance, Repair and Inspection Se
 Elevator Maintenance-Public Health Calhoun County
 Elevator Maintenance, in accordance with the "State of Alabama Specification for Vertical Transportation Equipment Maintenance Service"

Department of Public Health
 Calhoun County Health Dept.
 3400 McClellan Blvd.
 Anniston, AL. 36201

Equipment: Passenger Hydraulic
 MFR: EMR
 Cap/Speed: 2500/125
 Qty: 1

Hours to be expended- 2 hours bi-weekly

contact: Denise Gilbert (256) 237-7523

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	MO	\$1,596.000000	\$0.00			\$0.00	\$0.00

91013 - Elevator Installation, Maintenance, Repair and Inspection Se
 Elevator Maintenance-Conservation
 Elevator Maintenance, in accordance with the "State of Alabama Specification for Vertical Transportation Equipment Maintenance Service"

Conservation State Parks Division
 Lake Guntersville Lodge
 Hwy. 227
 6 miles NE of Guntersville
 Guntersville, AL. 35976

Equipment: 330A Hydro Passenger
 MFR: Schindler
 Cap/Speed:
 Qty: 5

Equip: Wheel chair lift
 MFR:
 Cap/Speed:
 Qty: 2

Equip: Geared Dumbwaiter
 MFR: Matot
 Cap/Speed: 50/25
 Qty: 1

Hours to be expended- 5 hours bi-weekly

contact: Hugh Terrell (256) 738-7853

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0	MO	\$532.000000	\$0.00			\$0.00	\$0.00

91013 - Elevator Installation, Maintenance, Repair and Inspection Se
 Elevator Maintenance-Military Dept.

Fina

COMMODITY / SERVICE INFORMATION

Elevator Maintenance, in accordance with the "State of Alabama Specification for Vertical Transportation Equipment Maintenance Service"

Military Department
Pelham Range AFRC
Gate 3 Rd.
Alexandria, AL. 36201

Equipment: Passenger Hydraulic
MFR: Schindler
Cap/Speed: 3000/125
Qty: 1

Hours to be expended- 2 hours bi-weekly

contact: Ted Gilbert (334) 213-7755

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0	MO	\$532.000000	\$0.00			\$0.00	\$0.00

91013 - Elevator Installation, Maintenance, Repair and Inspection Se

Elevator Maintenance-Military Dept.

Elevator Maintenance, in accordance with the "State of Alabama Specification for Vertical Transportation Equipment Maintenance Service"

Military Department
Ft. McClellan AFRC
424 Goode Rd.
Ft. McClellan, AL. 36205

Equipment: Passenger Hydraulic
MFR: Schindler
Cap/Speed:
Qty: 1

Hours to be expended- 2 hours bi-weekly

contact: Ted Gilbert (334) 213-7755

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
5	0	MO	\$1,596.000000	\$0.00			\$0.00	\$0.00

91013 - Elevator Installation, Maintenance, Repair and Inspection Se

Elevator Maintenance-DHR Calhoun County

Elevator Maintenance, in accordance with the "State of Alabama Specification for Vertical Transportation Equipment Maintenance Service"

Department of Human Resources
Calhoun County DHR and FS Office
415 West 11th St.
Anniston, AL. 36201

Equipment: Gearless Passenger
MFR: Schindler
Cap/Speed: 3500/150
Qty: 3

Hours to be expended- 2 hours bi-weekly

contact: Sharolyn Hunter (256) 240-2151

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
6	0	MO	\$534.000000	\$0.00			\$0.00	\$0.00

91013 - Elevator Installation, Maintenance, Repair and Inspection Se

Elevator Maintenance-DHR Marshall County

COMMODITY / SERVICE INFORMATION

Elevator Maintenance, in accordance with the "State of Alabama Specification for Vertical Transportation Equipment Maintenance Service"

Department of Human Resources
Marshall County DHR and FS Office
180 Bluff Rd.
Guntersville, AL. 35976

Equipment: Passenger Hydraulic MRL
MFR: Thyssenkrupp
Cap/Speed: 3500/90
Qty: 1

Hours to be expended- 2 hours bi-weekly

contact: Melissa Tucker (256) 582-7102

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

Approved:



Purchasing Director

Final

APPROVALS			
Date	Status Before	Status After	Approver

19000000089	Document Phase Final	Document Description MA-Statewide Elevator Maintenance (East Region)	Page 5 of 14
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Specifications for Vertical Transportation Equipment Maintenance Service

Maintenance of the Vertical Transportation Equipment is vital to the safe and efficient operation of the State buildings involved and to the satisfactory daily functioning of all individuals utilizing these buildings.

AWARD:

Award will be made "all or none" to the lowest responsible bidder meeting all specifications. Past performance may be considered in determining a bidder's responsibility. A bidder having negative past performance during the three years immediately preceding this solicitation of which the State or its agencies is aware may result in a bidder being excluded from consideration for award. The elevators are separated into regions. Each Region will have its own solicitation.

DUTIES AND RESPONSIBILITIES OF CONTRACTOR:

Contractor shall furnish all supplies, parts, components, materials, maintenance service vehicles, labor, labor supervision, tools, test equipment, special equipment and lubricants necessary to provide full preventative maintenance, adjustment, replacement and repair service for the complete vertical transportation system.

The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence as well as that resulting from acts of his employees, agency, and subcontractors. The Contractor shall save and keep harmless the State of Alabama against any or all lost cost, damage claim expenses or liability in connection with the performance of this contract.

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment and vegetation (such as trees, shrubs, and grass) on State of Alabama property. In the event the Contractor fails to do so and damages any such buildings, equipment or vegetation, he shall replace or repair the damage at no expense to the State. If the vendor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost thereof which may be deducted from the contract price.

The Contractor's representative(s) shall log in and out each day in any State building or facility. Suitable arrangements shall be made with the contact person(s) listed on the contract.

If repair work at overtime hours is required and ordered on other than emergency calls, the Contractor shall be responsible for the payment of their personnel. No work outside the scope of this contract shall be performed without prior approval from the agency contact.

The Contractor shall notify the agency (in writing) immediately of the existence of, or the development of any defects in, or repairs required to the elevator plant. Also, he shall furnish a written estimate of the cost to make final determination as to Contractor or State responsibility.

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WARRANTY OF SERVICES:

Notwithstanding inspection and acceptance by the State of Alabama or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will free from defects in workmanship and will conform to the requirements of this contract at time of acceptance. The State of Alabama shall give written notice of any such defect or non-conformance to the Contractor. Such notice shall state either (1) that the Contractor shall correct or re-perform any defective or non-conforming services, or (2) that the State of Alabama does not require correction or replacement. If the Contractor is required to correct or re-perform, it shall be at no cost to the State, and any services corrected or re-performed by the Contractor pursuant to this clause, will adhere to the same extent of work initially performed.

WEEKLY/BIWEEKLY SERVICES:

Unless otherwise stated, the Contractor shall have at least one of his competent mechanics to report weekly (or biweekly, depending on what is written in the contract) to the custodian in charge and said mechanic shall proceed to make all repairs and adjustments required to keep the elevator equipment in safe and first class operating condition. This work shall also include regular and systematic inspection on all elevator equipment and adjustment or replacement of all work or deteriorated parts, furnishing all apparatuses for testing.

SCOPE OF WORK:

Contractor shall be responsible for regular, responsive and systematic execution of the work items included in this agreement as follow:

Complete Maintenance: Contractor agrees to regularly and systematically examine, clean, lubricate and adjust the vertical transportation equipment and provide unlimited call back service during regular working hours and, as conditions warrant, in the judgement of the agency, repair or replace all portions of the equipment included under this contract, including but not limited to the following:

Elevator machines, including worms, gears, thrust bearing, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, brake contacts, linings and all other components and parts of the machine and brake.

Hoist motors, solid state motor drives, including motor windings, rotating elements, including commutators, brushes, brush holders and bearings, and all other components and parts.

Hydraulic plungers, packing, pump motors, pumps, belts, pullies, valves, mufflers, piping and connections (except those beneath the ground), silencers, tanks or oil reservoirs, hydraulic system oil and all other related components and parts.

Controllers, selectors and dispatching equipment, including all relays, solid state components, resistors, condensers, transformers, contacts, leads, dashpots, leads, dashpots, timing devices, computer devices, steel selector tape (or cable) and mechanical and electrical driving equipment, and all other components and parts:

Governors, including governor sheave and shaft assemblies, bearings, contacts and governor jaws, and car and counterweight safeties and buffers.

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Deflectors or secondary sheaves including bearings, car and counterweight buffers, car and counterweight guide rails, top and bottom limit switches, governor tension sheave assembly, compensating sheave assembly, counterweight guide shoes including rollers or gibs, inductors, cams, tapes:

Hoistway door interlocks, hoistway door hangers, bottom door guides and auxiliary door closing devices.

Automatic power operated door operators, including door drive chains, sheaves, belts, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanism, platforms, and elevator car roller guides.

Alarm bells, emergency stop switches, emergency car lights and batteries:

Car and Corridor operating stations, car fan, car and corridor signals and fixtures including lights, dials, or read-out indicators.

THE CONTRACTOR ALSO AGREES:

To examine periodically all safety devices and governors and conduct annual no load test, and each fifth year subsequent to the previous testing date perform a full load, full speed test of safety mechanism, overhead speed governors and car and counterweight buffers on all traction elevators and each third year subsequent to the previous testing date, on hydraulic elevators per A.H.S/1.A17.1 Code. The car balance will be checked, and the governor set. If required, the governor will be re-calibrated and sealed for proper tripping speed, and rails will be refilled to restore and smooth running surface. All required testing shall be accomplished within the first 90 days of Contract.

Written reports of said tests shall be submitted to Owner and/or Owner's agency within 15 days of test completion and in the case of running safety tests, prior notification shall be given so that a Building Manager/Custodian of the owner may be present.

Contractors also agrees to drain and flush hoist machine gear cases and bearing oil reservoirs annual and refill with the proper type and grade of oil. Where applicable, door operators shall be similarly drained, flushes and refilled annually.

Contractors also agrees to keep car tops, pits and hoistways clean and free from dirt, oil, lint, debris and stored items and to maintain each machine room in clean, neat condition. (Including painting, as required, machine room floors.)

Contractor shall renew all wire ropes as often as is necessary to maintain an adequate factor of safety and shall equalize the tension on all hoisting ropes, repair or replace conductor cables and hoistway and machine room elevator wiring as conditions may warrant.

Contractor also agrees, where appropriate, to short all ropes as necessary to provide continued safe operation and maintain normal traction.

Contractor also agrees to keep all guide rails free of rust, to renew all guide rollers or shoes as often as necessary to provide smooth and quiet operation, and to maintain proper tension of car and counterweight guides against the rails.

Contractor shall clean and paint equipment at regular intervals sufficient in frequency to maintain a professional appearance and preserve the life of the equipment. (Contractor shall not be responsible for cleaning any equipment made necessary beyond his

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reasonable control or as a result of improper janitorial or building maintenance functions.)

Contractor shall lubricate the equipment at intervals recommended by the equipment manufacturer or as dictated by the use of the equipment. All lubricants shall be suitable for the purpose intended and shall meet or exceed the minimum requirements specified by the manufacturer of the equipment to which the lubricant is applied.

Contractor shall adjust the equipment as necessary and when the operation of the equipment as necessary and when the operation of the equipment varies from its normal or originally designed performance as a result of normal wear and tear, or when necessary to preserve the useful life of a part of assembly.

Contractor shall make repairs and/or replace all worn, damaged or broken parts or components. Parts shall be replaced when worn beyond normal adjustment limits. Replacements shall also be made whenever they will prevent an unscheduled elevator shutdown, ensure continued normal operation, extend the useful life of the elevator or any of its components, or when necessary to continue safe, dependable operation in accordance with A.H.S. I. Code, or to continue performance of the equipment in accordance with original design, When more than one elevator requires repair the owner will establish priorities of accomplishment.

In performing the above indicated work, Contractor agrees to provide only genuine parts used by the manufacturer of the equipment or equal for replacement or repair, any to use only those lubricants equal to that obtained from and/or recommended by the manufacturer of the equipment.

PERFORMANCE REQUIREMENTS

Contractor agrees to maintain the minimum performance requirements of the elevator as designated.

Performance test will be made as follows:

- Floor to floor times are measured from the time the doors start to close including a typical one-floor travel and until the elevator is approximately level with the next successive floor, either up or down, and the doors $\frac{3}{4}$ open.
- Door opening times are measured from start of car door open until doors in the fully open positions.
- Door closing times are measured from start of door close until hoistway doors are fully closed. Contract time will be those shown, or the minimum permitted by Code, whichever is greater.
- Accuracy of leveling shall be measured under all load conditions.
- Variance from rated speed, regardless of load, shall not exceed 5%, except for hydraulic elevators where a variance of 10% is permitted from empty to full load.

In accomplishing the above requirements, Contractor shall maintain a comfortable elevator ride with smooth acceleration, retardation and a soft stop. Door operation shall be quiet and positive with smooth checking at the extremes of travel in keeping with the original design capability of the equipment.

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ITEMS OF ELEVATOR AND ESCALATOR EQUIPMENT NOT INCLUDED IN THIS AGREEMENT. Contractor assumes no responsibility for the following items of equipment which are not included in this agreement.

- Repairs required because of negligence, accident or misuse of the equipment by anyone other than the Contractor, his employees, subcontractors, servants or agency, or other causes beyond the Contractor's control except ordinary wear and tear.
- Repair or replacement of building items, such as hoistway or machine room walls and floors, car enclosures, including removable panels, door panels, car gates, plenum chambers, ceiling, light bulbs, elevator car handrails, mirrors and carpets except as these may be damaged or destroyed by actions of the Contractor's personnel.
- Elevator mainline and auxiliary disconnect switches, fuses and feeders to control panels.
- Lamps for machine room illumination.

SCHEDULING OF PREVENTIVE MAINTENANCE

All normal work under this Agreement will be performed during regular hours or regular working days of the elevator trade. Removal of elevators from service shall be coordinated with and approved by the Building Manager/Custodian. To the extent possible all preventive maintenance which required removal of elevators from service will be scheduled during off-peak hours of building operation. No elevator will be taken out of service during the normal business day without prior notification to the Building Manager/Custodian except under emergency conditions. Contractor shall not remove from service more than one elevator at a time in any bank of elevators (except in emergencies). Emergency circumstances are understood to be those which pose imminent possibility of equipment damage or passenger injury as judged by the Contractor's employees.

It is understood that wherever the words "adequate" or "as required" or "as necessary" are indicated in the Agreement as they relate to equipment performance they shall mean "at whatever frequency of maintenance, repair, adjustment and/or testing is required to provide the optimum level of consistent elevator operation".

EMERGENCY CALL BACK SERVICE

- Call back Service During Regular Working Hours:
The Contractor shall without additional charge to the Owner, provide emergency minor adjustment call back service during the Contractor's regular working hours. The Contractor shall respond to a call back within a maximum of two (2) hours from the time the request for service is made by the Owner's authorized personnel.
- Emergency Call Back Service During Overtime Working Hours:
Twenty-four hour emergency call back service shall be provided by the Contractor. The Contractor shall respond to an emergency call back within a maximum of two (2) hours from the time the request for service is made by the owner's authorized personnel. This will be at no additional expense to the State of Alabama.

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- A trouble log shall be maintained by the Contractor in the machine room for each building on which the date of each call back, the reported trouble, the problem found and the corrective action taken shall be recorded. In addition, the Contractor shall be responsible for reporting this information daily to the Building Manager/Custodian so that it may also review the operational status of its elevator trouble call control log. This trouble log will become property of the State at the end of the contract period.

HOURS TO BE EXPENDED

The Contractor hereby agrees that it will spend the indicated time in performing maintenance under this agreement. These hours are to be devoted to scheduled preventive maintenance operations (examination, cleaning, lubrication, adjustments, and repairs) and shall not include call backs. These hours may not include helpers' hours. The minimum number of acceptable hours are considered to be in the Industry Standard for the level of maintenance expected as established by the State of Alabama.

The Contractor agrees that all work shall be performed by and under the supervision of skilled, sufficient number of experienced elevator service mechanics and repairman directly employed who are permanently assigned to support the execution of this Agreement for normal preventive maintenance and repair work, and who shall be qualified to keep the elevator equipment in proper and safe operating condition. The vendor will provide, upon request, a proposed staffing plan including names and title/position of personnel expected to be assigned to each location. All employees performing work under this Agreement shall be satisfactorily dressed in clean uniforms (identifying them as elevator servicemen) with acceptable demeanor and possessing full technical qualifications in the opinion of Owner and/or the Owner's agent. Any employees found to be unacceptable to the Owner or Owner's agent shall be replaced after being given reasonable notice by the Contractor.

OWNER'S RIGHT TO INSPECT AND REQUIRE WORK

Owner reserves the right to make such inspections and witness tests as are necessary to ascertain that the requirements of this agreement are being fulfilled. Contractor agrees to furnish personnel and tools necessary to conduct such tests. Deficiencies reported shall be promptly corrected at Contractor's expense. If Contractor fails to perform the work required by the terms of this Agreement in a diligent and satisfactory manner, Owner may, after 10 day written notice to Contractor, perform or cause to be performed all or any part of the work required hereunder: Contract agrees that it will reimburse Owner for any expense incurred and therefore the Owner at this election deduct the amount from any sum owing Contractor.

The Owner's right to make inspections or tests may be exercised by its elevator consultant, as it may designate, who will, if the Owner so advises, have the same authority to inspect and test as the Owner, as provided hereunder.

The waiver by Owner of a breach of any provision of this agreement by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor.

Vendor will furnish, prior to award, a maintenance schedule form (machine room log) or other suitable written procedure depicting the method and schedule to be followed in performing elevator maintenance. Vendor may turn this information in with their bid to expedite bid evaluation and award.

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Machine room logs containing a detailed schedule of full preventive maintenance with indications of frequency of task, shall be posed in each machine room and mounted on each controller. These logs shall be maintained by the contractor and may be inspected by the Owner and/or Owner's agent. When posted all logs shall become property of owner and upon completion of Contract, logs shall be presented to owners authorized representative.

The Owner/State of Alabama reserves the right to obtain the following information if requested:

- Statement as to the total number of elevators, all types, that are maintained by the Contractor's local office which will be handling the maintenance services for this contract.

- Statement that the vendor has successfully maintained, under full preventative maintenance, from the local office, elevators of similar kind and complexity. Also, the vendor/contractor will include any additional information which will help the State in evaluating the Vendor's stability, resources, and scope of experience.

- Vendor must, if requested, furnish a list of all maintenance contracts in effect as of January 1, 2018. The list is to include company, address, and contact name and phone number. The State of Alabama will have permission to inspect the quality of maintenance being performed at the vendor's current customer's sites.

CONTRACTOR TO COMPLY WITH LAWS

In the performance of this Agreement the contractor shall abide by all existing laws, codes, rules and regulations set forth by all appropriate authorities have jurisdiction in the location where the work is to be performed. Contractor shall also procure and pay for any necessary permits or licenses pertaining to the work hereunder.

Contractor shall not be required under this agreement to make other safety tests or to install new attachments as may be recommended or directed by insurance companies, federal, state, municipal or governmental authorities, not to make any replacement parts of a different design subsequent to the date of this contract, unless compensated for such installation.

All repair, parts replacement or adjustments called for hereunder shall be performed in full compliance with ANSI A17.1 Safety Code for Elevators and escalators, latest edition, and ANSI A17.1 2000 ANSI A17.2 2000 inspector's manual, latest edition, including amendments thereto.

INSURANCE

Contractor shall at all times carry and maintain, on all operations hereunder, all of the following insurance: (Insurance certificate(s) should be submitted with the bid. Failure to do so will delay the evaluation and award. Insurance certificates must show the State of Alabama, Department of Finance, Division of Purchasing as the certificate/bond holder.)

- Commercial General Liability, minimum \$1,000,000 aggregate including property damage and bodily injury.

- Comprehensive General Liability, minimum \$500,000 per person and minimum \$1,000,000 per occurrence.

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-Automobile Liability, minimum \$1,000,000 combined single limit

-Worker's Compensation sufficient under the laws of the State of Alabama, covering all persons employed by the vendor engaged in performance of the work required in this contract.

PERFORMANCE BOND

The vendor will furnish within ten state business days after receipt of notice of award, a performance bond in the amount specified below. It shall consist of a cashier's check, other type bank certified check (personal/company checks are not acceptable), bank or postal money order or surety bond issued by a company authorized to do business within the State of Alabama.

The Director of Purchasing shall be the custodian of the performance bond. The bond must reference the bid and be payable to the State of Alabama. The performance bond will be returned in a reasonable time after the Division of Purchasing has received verification that the contract has been satisfactorily completed. A new bond/updated bond will be required for with each 12-month contract period extension, to cover the life of the contract.

Performance bond amount: Total amount of bid

PERFORMANCE BY THE OWNER

The Owner (State of Alabama) agrees:

- To provide the Contractor access to the elevator equipment
- To keep the elevator pit(s) and motor room(s) free from water
- To be responsible for removing water from elevator pits and maintaining the drainage facilities for the pits, or for damage therefrom
- Not to use the elevator machine room and equipment spaces for storage
- To be responsible for refinishing of cabs, hoistways, or equipment room interiors
- To be responsible for the maintenance of car lighting, florescent tubes, florescent ballasts and starts
- To be responsible for the main safety switch providing electricity to the equipment
- To be responsible for the maintenance and service of the lights in the equipment room and penthouse
- To be responsible for the maintenance and service of all telephones installed in the cards or the equipment pertaining thereto except for the wiring between the car and control board
- To report to the Contractor any conditions which may indicate the need for correction before the next regularly scheduled examination
- That the contractor does not at any time assume possession of control of any part of the equipment, but such remains the State's exclusively as the owner thereof.

TERM OF CONTRACT

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Establish a 12 month contract with an option to extend for a second, third, fourth, and fifth 12 month period with the same pricing, terms and conditions. The second, third, fourth, or fifth 12 month period, if agreed by both parties, would begin the day after the first, second, third, or fourth 12 month period expires. And successive extension must have written approval of both the state and vendor no later than 30 days prior to expiration of the previous 12 month period.

PAYMENT

Contractor shall submit to the owner by the fifth working day of the month, a valid invoice in triplicate for the services provided under this agreement during the preceding month.

Under no circumstances shall the commitments of obligations contained in the agreement constitute a debt of the State of Alabama as prohibited by Section 213, Constitution of Alabama of 1901, as amended.

SPECIAL CONDITIONS

- No elevator will be removed from service, except in cases of hazard to life, without prior clearance with designated owner’s representative
- When an elevator is out of service for whatever reason for the performance of maintenance, signs shall be placed at all floor entrances to that elevator indicating that the elevator is out of service.

PREVIOUS PRESENTATIONS

All previous communications or agreements, written or verbal, are hereby abrogated and this writing constitutes the whole specification when attached to proper order.

This agreement shall be interpreted in accordance with the laws of the State of Alabama.

Administrative fee:

Awarded bidder(s) are to pay the State an administrative fee for all sales paid under this contract. This fee will be 1% (0.01) of the total dollar amount for all sales paid. The fee is to be remitted the first month of each quarter before the 20th and will represent a single, one-time payment for all sales paid during the prior quarter and as adjusted for errors associated with earlier quarters. This fee is not to be listed as a separate cost on invoices. The awarded bidder(s) will be required to provide a summary report each quarter before the 20th listing sales paid during the prior calendar quarter. This report is to include the quarter being reported, the master agreement number, purchasing entity, sales amount, and fee amount. A report is due even when there is no activity. This report is to be sent electronically to telecom.admin@oit.alabama.gov. A copy of the summary report is to also accompany the payment. The remittance is to be identified with the reporting quarter and master agreement number. Failure to comply with provisions of this paragraph will be grounds for termination of the contract(s).

Reports and Payments will be due according to the following schedule:

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October, November, December – Due by January 20th

January, February, March – Due by April 20th

April, May, June – Due by July 20th

July, August, September – Due by October 20th

Remittance is to be payable to the "State of Alabama Department of Finance" and be sent to:

Alabama Department of Finance
Division of Accounting and Administration
PO Box 300658
Montgomery, Alabama 36130-0658



State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

New

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 999 190000000093

NOT TO EXCEED AMOUNT:

Begin Date: 01/01/2019

Procurement Folder: 746026

Expiration Date: 12/31/2019

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 01/01/19

Version Number: 1

CONTACT INFORMATION

REQUESTOR:

Kerri Hines
334-242-4610
kerri.hines@purchasing.alabama.gov

ISSUER:

Kerri Hines
334-242-4610
kerri.hines@purchasing.alabama.gov

BUYER:

Kerri Hines
334-242-4610
kerri.hines@purchasing.alabama.gov

CONTRACT DESCRIPTION

MA-Statewide Elevator Maintenance (South Region)

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VC000054674: Diversified Elevator Service
DBA: Equipment Company Inc
297 State Hwy 143

Millbrook AL 36054

Contact:

Chris Walker
3342853863
Chris@Diversifiedelevator.Net

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	MO	\$2,600.000000	\$0.00			\$0.00	\$0.00

91013 - Elevator Installation, Maintenance, Repair and Inspection Se
 Elevator Maintenance-Transportation
 Elevator Maintenance, in accordance with the "State of Alabama Specification for Vertical Transportation Equipment Maintenance Service"

Department of Transportation
 J.A. Wintzell Bridge
 Bridge Operations Engineer
 AL 188
 Bayou La Batre, AL. 36509

Equipment: Traction Manlift/ Constant Pressure
 MFR: Montgomery
 Cap/Speed: 500/100
 Qty: 1

Hours to be expended- 1 hour per week

contact: Jason Shaw (251) 450-2624

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	MO	\$2,600.000000	\$0.00			\$0.00	\$0.00

91013 - Elevator Installation, Maintenance, Repair and Inspection Se
 Elevator Maintenance-Corrections
 Elevator Maintenance, in accordance with the "State of Alabama Specification for Vertical Transportation Equipment Maintenance Service"

Department of Corrections
 Holman Prison
 866 Ross Rd.
 Atmore, AL. 36503

Equipment: Passenger Hydro
 MFR: EMR
 Cap/Speed: 2000/125
 Qty: 1

Hours to be expended- 1 hour per week

contact: warden (251) 368-8173

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0	MO	\$3,000.000000	\$0.00			\$0.00	\$0.00

91013 - Elevator Installation, Maintenance, Repair and Inspection Se
 Elevator Maintenance-Transportation
 Elevator Maintenance, in accordance with the "State of Alabama Specification for Vertical Transportation Equipment Maintenance Service"

Department of Transportation
 George C. Wallace Tunnel
 150 Dunlap Dr.
 Mobile, AL. 36602

Equipment: Geared Passenger/ Constant Pressure
 MFR: Montgomery
 Cap/Speed: 500/50
 Qty: 2

Hours to be expended- 2 hours per week

contact: Jason Shaw (251) 450-2624 or Ronnie Chandler (251) 470-8280 or Phyllis Monk (251) 470-8213

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0	MO	\$3,000.000000	\$0.00			\$0.00	\$0.00

91013 - Elevator Installation, Maintenance, Repair and Inspection Se

COMMODITY / SERVICE INFORMATION

Elevator Maintenance-Military Dept.
Elevator Maintenance, in accordance with the "State of Alabama Specification for Vertical Transportation Equipment Maintenance Service"

Military Department
Fort Whiting Armory
1630 Broad St.
Mobile, AL. 36605

Equipment: Passenger Hydraulic
MFR: ThyssenKrupp Tac 2
Cap/Speed:2100/110
Qty: 1

Hours to be expended- 2 hours per week

contact: Ted Gilbert (334) 213-7755

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
5	0	MO	\$2,600.000000	\$0.00			\$0.00	\$0.00

91013 - Elevator Installation, Maintenance, Repair and Inspection Se
Elevator Maintenance-Military Dept.
Elevator Maintenance, in accordance with the "State of Alabama Specification for Vertical Transportation Equipment Maintenance Service"

Military Department
Fort McCorkle Armory
1620 S. Broad St.
Mobile, AL. 36605

Equipment: Passenger Hydraulic
MFR: ThyssenKrupp
Cap/Speed:2100/110
Qty: 1

Hours to be expended- 1 hour per week

contact: Ted Gilbert (334) 213-7755

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
6	0	MO	\$2,600.000000	\$0.00			\$0.00	\$0.00

91013 - Elevator Installation, Maintenance, Repair and Inspection Se
Elevator Maintenance-Dept. of Human Resources
Elevator Maintenance, in accordance with the "State of Alabama Specification for Vertical Transportation Equipment Maintenance Service"

Department of Human Resources
Baldwin County DHR and FS Office
22259 Palmer St.
Robertsdale, AL. 36567

Equipment: Passenger/ 2 Stop
MFR: Otis
Cap/Speed:2500/125
Qty: 1

Hours to be expended- 1 hour per week

contact: Pamela Kyzar (251) 947-8382

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

Approved:



Purchasing Director

APPROVALS

Date	Status Before	Status After	Approver

Final

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Specifications for Vertical Transportation Equipment Maintenance Service

Maintenance of the Vertical Transportation Equipment is vital to the safe and efficient operation of the State buildings involved and to the satisfactory daily functioning of all individuals utilizing these buildings.

AWARD:

Award will be made "all or none" to the lowest responsible bidder meeting all specifications. Past performance may be considered in determining a bidder's responsibility. A bidder having negative past performance during the three years immediately preceding this solicitation of which the State or its agencies is aware may result in a bidder being excluded from consideration for award. The elevators are separated into regions. Each Region will have its own solicitation.

DUTIES AND RESPONSIBILITIES OF CONTRACTOR:

Contractor shall furnish all supplies, parts, components, materials, maintenance service vehicles, labor, labor supervision, tools, test equipment, special equipment and lubricants necessary to provide full preventative maintenance, adjustment, replacement and repair service for the complete vertical transportation system.

The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence as well as that resulting from acts of his employees, agency, and subcontractors. The Contractor shall save and keep harmless the State of Alabama against any or all lost cost, damage claim expenses or liability in connection with the performance of this contract.

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment and vegetation (such as trees, shrubs, and grass) on State of Alabama property. In the event the Contractor fails to do so and damages any such buildings, equipment or vegetation, he shall replace or repair the damage at no expense to the State. If the vendor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost thereof which may be deducted from the contract price.

The Contractor's representative(s) shall log in and out each day in any State building or facility. Suitable arrangements shall be made with the contact person(s) listed on the contract.

If repair work at overtime hours is required and ordered on other than emergency calls, the Contractor shall be responsible for the payment of their personnel. No work outside the scope of this contract shall be performed without prior approval from the agency contact.

The Contractor shall notify the agency (in writing) immediately of the existence of, or the development of any defects in, or repairs required to the elevator plant. Also, he shall furnish a written estimate of the cost to make final determination as to Contractor or State responsibility.

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WARRANTY OF SERVICES:

Notwithstanding inspection and acceptance by the State of Alabama or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will free from defects in workmanship and will conform to the requirements of this contract at time of acceptance. The State of Alabama shall give written notice of any such defect or non-conformance to the Contractor. Such notice shall state either (1) that the Contractor shall correct or re-perform any defective or non-conforming services, or (2) that the State of Alabama does not require correction or replacement. If the Contractor is required to correct or re-perform, it shall be at no cost to the State, and any services corrected or re-performed by the Contractor pursuant to this clause, will adhere to the same extent of work initially performed.

WEEKLY/BIWEEKLY SERVICES:

Unless otherwise stated, the Contractor shall have at least one of his competent mechanics to report weekly (or biweekly, depending on what is written in the contract) to the custodian in charge and said mechanic shall proceed to make all repairs and adjustments required to keep the elevator equipment in safe and first class operating condition. This work shall also include regular and systematic inspection on all elevator equipment and adjustment or replacement of all work or deteriorated parts, furnishing all apparatuses for testing.

SCOPE OF WORK:

Contractor shall be responsible for regular, responsive and systematic execution of the work items included in this agreement as follow:

Complete Maintenance: Contractor agrees to regularly and systematically examine, clean, lubricate and adjust the vertical transportation equipment and provide unlimited call back service during regular working hours and, as conditions warrant, in the judgement of the agency, repair or replace all portions of the equipment included under this contract, including but not limited to the following:

Elevator machines, including worms, gears, thrust bearing, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, brake contacts, linings and all other components and parts of the machine and brake.

Hoist motors, solid state motor drives, including motor windings, rotating elements, including commutators, brushes, brush holders and bearings, and all other components and parts.

Hydraulic plungers, packing, pump motors, pumps, belts, pullies, valves, mufflers, piping and connections (except those beneath the ground), silencers, tanks or oil reservoirs, hydraulic system oil and all other related components and parts.

Controllers, selectors and dispatching equipment, including all relays, solid state components, resistors, condensers, transformers, contacts, leads, dashpots, leads, dashpots, timing devices, computer devices, steel selector tape (or cable) and mechanical and electrical driving equipment, and all other components and parts:

Governors, including governor sheave and shaft assemblies, bearings, contacts and governor jaws, and car and counterweight safeties and buffers.

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Deflectors or secondary sheaves including bearings, car and counterweight buffers, car and counterweight guide rails, top and bottom limit switches, governor tension sheave assembly, compensating sheave assembly, counterweight guide shoes including rollers or gibs, inductors, cams, tapes:

Hoistway door interlocks, hoistway door hangers, bottom door guides and auxiliary door closing devices.

Automatic power operated door operators, including door drive chains, sheaves, belts, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanism, platforms, and elevator car roller guides.

Alarm bells, emergency stop switches, emergency car lights and batteries:

Car and Corridor operating stations, car fan, car and corridor signals and fixtures including lights, dials, or read-out indicators.

THE CONTRACTOR ALSO AGREES:

To examine periodically all safety devices and governors and conduct annual no load test, and each fifth year subsequent to the previous testing date perform a full load, full speed test of safety mechanism, overhead speed governors and car and counterweight buffers on all traction elevators and each third year subsequent to the previous testing date, on hydraulic elevators per A.H.S/1.A17.1 Code. The car balance will be checked, and the governor set. If required, the governor will be re-calibrated and sealed for proper tripping speed, and rails will be refilled to restore and smooth running surface. All required testing shall be accomplished within the first 90 days of Contract.

Written reports of said tests shall be submitted to Owner and/or Owner's agency within 15 days of test completion and in the case of running safety tests, prior notification shall be given so that a Building Manager/Custodian of the owner may be present.

Contractors also agrees to drain and flush hoist machine gear cases and bearing oil reservoirs annual and refill with the proper type and grade of oil. Where applicable, door operators shall be similarly drained, flushes and refilled annually.

Contractors also agrees to keep car tops, pits and hoistways clean and free from dirt, oil, lint, debris and stored items and to maintain each machine room in clean, neat condition. (Including painting, as required, machine room floors.)

Contractor shall renew all wire ropes as often as is necessary to maintain an adequate factor of safety and shall equalize the tension on all hoisting ropes, repair or replace conductor cables and hoistway and machine room elevator wiring as conditions may warrant.

Contractor also agrees, where appropriate, to short all ropes as necessary to provide continued safe operation and maintain normal traction.

Contractor also agrees to keep all guide rails free of rust, to renew all guide rollers or shoes as often as necessary to provide smooth and quiet operation, and to maintain proper tension of car and counterweight guides against the rails.

Contractor shall clean and paint equipment at regular intervals sufficient in frequency to maintain a professional appearance and preserve the life of the equipment. (Contractor shall not be responsible for cleaning any equipment made necessary beyond his

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reasonable control or as a result of improper janitorial or building maintenance functions.)

Contractor shall lubricate the equipment at intervals recommended by the equipment manufacturer or as dictated by the use of the equipment. All lubricants shall be suitable for the purpose intended and shall meet or exceed the minimum requirements specified by the manufacturer of the equipment to which the lubricant is applied.

Contractor shall adjust the equipment as necessary and when the operation of the equipment as necessary and when the operation of the equipment varies from its normal or originally designed performance as a result of normal wear and tear, or when necessary to preserve the useful life of a part of assembly.

Contractor shall make repairs and/or replace all worn, damaged or broken parts or components. Parts shall be replaced when worn beyond normal adjustment limits. Replacements shall also be made whenever they will prevent an unscheduled elevator shutdown, ensure continued normal operation, extend the useful life of the elevator or any of its components, or when necessary to continue safe, dependable operation in accordance with A.H.S. I. Code, or to continue performance of the equipment in accordance with original design, When more than one elevator requires repair the owner will establish priorities of accomplishment.

In performing the above indicated work, Contractor agrees to provide only genuine parts used by the manufacturer of the equipment or equal for replacement or repair, any to use only those lubricants equal to that obtained from and/or recommended by the manufacturer of the equipment.

PERFORMANCE REQUIREMENTS

Contractor agrees to maintain the minimum performance requirements of the elevator as designated.

Performance test will be made as follows:

- Floor to floor times are measured from the time the doors start to close including a typical one-floor travel and until the elevator is approximately level with the next successive floor, either up or down, and the doors $\frac{3}{4}$ open.
- Door opening times are measured from start of car door open until doors in the fully open positions.
- Door closing times are measured from start of door close until hoistway doors are fully closed. Contract time will be those shown, or the minimum permitted by Code, whichever is greater.
- Accuracy of leveling shall be measured under all load conditions.
- Variance from rated speed, regardless of load, shall not exceed 5%, except for hydraulic elevators where a variance of 10% is permitted from empty to full load.

In accomplishing the above requirements, Contractor shall maintain a comfortable elevator ride with smooth acceleration, retardation and a soft stop. Door operation shall be quiet and positive with smooth checking at the extremes of travel in keeping with the original design capability of the equipment.

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ITEMS OF ELEVATOR AND ESCALATOR EQUIPMENT NOT INCLUDED IN THIS AGREEMENT. Contractor assumes no responsibility for the following items of equipment which are not included in this agreement.

- Repairs required because of negligence, accident or misuse of the equipment by anyone other than the Contractor, his employees, subcontractors, servants or agency, or other causes beyond the Contractor's control except ordinary wear and tear.
- Repair or replacement of building items, such as hoistway or machine room walls and floors, car enclosures, including removable panels, door panels, car gates, plenum chambers, ceiling, light bulbs, elevator car handrails, mirrors and carpets except as these may be damaged or destroyed by actions of the Contractor's personnel.
- Elevator mainline and auxiliary disconnect switches, fuses and feeders to control panels.
- Lamps for machine room illumination.

SCHEDULING OF PREVENTIVE MAINTENANCE

All normal work under this Agreement will be performed during regular hours or regular working days of the elevator trade. Removal of elevators from service shall be coordinated with and approved by the Building Manager/Custodian. To the extent possible all preventive maintenance which required removal of elevators from service will be scheduled during off-peak hours of building operation. No elevator will be taken out of service during the normal business day without prior notification to the Building Manager/Custodian except under emergency conditions. Contractor shall not remove from service more than one elevator at a time in any bank of elevators (except in emergencies). Emergency circumstances are understood to be those which pose imminent possibility of equipment damage or passenger injury as judged by the Contractor's employees.

It is understood that wherever the words "adequate" or "as required" or "as necessary" are indicated in the Agreement as they relate to equipment performance they shall mean "at whatever frequency of maintenance, repair, adjustment and/or testing is required to provide the optimum level of consistent elevator operation".

EMERGENCY CALL BACK SERVICE

- Call back Service During Regular Working Hours:
The Contractor shall without additional charge to the Owner, provide emergency minor adjustment call back service during the Contractor's regular working hours. The Contractor shall respond to a call back within a maximum of two (2) hours from the time the request for service is made by the Owner's authorized personnel.
- Emergency Call Back Service During Overtime Working Hours:
Twenty-four hour emergency call back service shall be provided by the Contractor. The Contractor shall respond to an emergency call back within a maximum of two (2) hours from the time the request for service is made by the owner's authorized personnel. This will be at no additional expense to the State of Alabama.

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- A trouble log shall be maintained by the Contractor in the machine room for each building on which the date of each call back, the reported trouble, the problem found and the corrective action taken shall be recorded. In addition, the Contractor shall be responsible for reporting this information daily to the Building Manager/Custodian so that it may also review the operational status of its elevator trouble call control log. This trouble log will become property of the State at the end of the contract period.

HOURS TO BE EXPENDED

The Contractor hereby agrees that it will spend the indicated time in performing maintenance under this agreement. These hours are to be devoted to scheduled preventive maintenance operations (examination, cleaning, lubrication, adjustments, and repairs) and shall not include call backs. These hours may not include helpers' hours. The minimum number of acceptable hours are considered to be in the Industry Standard for the level of maintenance expected as established by the State of Alabama.

The Contractor agrees that all work shall be performed by and under the supervision of skilled, sufficient number of experienced elevator service mechanics and repairman directly employed who are permanently assigned to support the execution of this Agreement for normal preventive maintenance and repair work, and who shall be qualified to keep the elevator equipment in proper and safe operating condition. The vendor will provide, upon request, a proposed staffing plan including names and title/position of personnel expected to be assigned to each location. All employees performing work under this Agreement shall be satisfactorily dressed in clean uniforms (identifying them as elevator servicemen) with acceptable demeanor and possessing full technical qualifications in the opinion of Owner and/or the Owner's agent. Any employees found to be unacceptable to the Owner or Owner's agent shall be replaced after being given reasonable notice by the Contractor.

OWNER'S RIGHT TO INSPECT AND REQUIRE WORK

Owner reserves the right to make such inspections and witness tests as are necessary to ascertain that the requirements of this agreement are being fulfilled. Contractor agrees to furnish personnel and tools necessary to conduct such tests. Deficiencies reported shall be promptly corrected at Contractor's expense. If Contractor fails to perform the work required by the terms of this Agreement in a diligent and satisfactory manner, Owner may, after 10 day written notice to Contractor, perform or cause to be performed all or any part of the work required hereunder: Contract agrees that it will reimburse Owner for any expense incurred and therefore the Owner at this election deduct the amount from any sum owing Contractor.

The Owner's right to make inspections or tests may be exercised by its elevator consultant, as it may designate, who will, if the Owner so advises, have the same authority to inspect and test as the Owner, as provided hereunder.

The waiver by Owner of a breach of any provision of this agreement by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor.

Vendor will furnish, prior to award, a maintenance schedule form (machine room log) or other suitable written procedure depicting the method and schedule to be followed in performing elevator maintenance. Vendor may turn this information in with their bid to expedite bid evaluation and award.

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Machine room logs containing a detailed schedule of full preventive maintenance with indications of frequency of task, shall be posed in each machine room and mounted on each controller. These logs shall be maintained by the contractor and may be inspected by the Owner and/or Owner's agent. When posted all logs shall become property of owner and upon completion of Contract, logs shall be presented to owners authorized representative.

The Owner/State of Alabama reserves the right to obtain the following information if requested:

-Statement as to the total number of elevators, all types, that are maintained by the Contractor's local office which will be handling the maintenance services for this contract.

-Statement that the vendor has successfully maintained, under full preventative maintenance, from the local office, elevators of similar kind and complexity. Also, the vendor/contractor will include any additional information which will help the State in evaluating the Vendor's stability, resources, and scope of experience.

-Vendor must, if requested, furnish a list of all maintenance contracts in effect as of January 1, 2018. The list is to include company, address, and contact name and phone number. The State of Alabama will have permission to inspect the quality of maintenance being performed at the vendor's current customer's sites.

CONTRACTOR TO COMPLY WITH LAWS

In the performance of this Agreement the contractor shall abide by all existing laws, codes, rules and regulations set forth by all appropriate authorities have jurisdiction in the location where the work is to be performed. Contractor shall also procure and pay for any necessary permits or licenses pertaining to the work hereunder.

Contractor shall not be required under this agreement to make other safety tests or to install new attachments as may be recommended or directed by insurance companies, federal, state, municipal or governmental authorities, not to make any replacement parts of a different design subsequent to the date of this contract, unless compensated for such installation.

All repair, parts replacement or adjustments called for hereunder shall be performed in full compliance with ANSI A17.1 Safety Code for Elevators and escalators, latest edition, and ANSI A17.1 2000 ANSI A17.2 2000 inspector's manual, latest edition, including amendments thereto.

INSURANCE

Contractor shall at all times carry and maintain, on all operations hereunder, all of the following insurance: (Insurance certificate(s) should be submitted with the bid. Failure to do so will delay the evaluation and award. Insurance certificates must show the State of Alabama, Department of Finance, Division of Purchasing as the certificate/bond holder.)

-Commercial General Liability, minimum \$1,000,000 aggregate including property damage and bodily injury.

-Comprehensive General Liability, minimum \$500,000 per person and minimum \$1,000,000 per occurrence.

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-Automobile Liability, minimum \$1,000,000 combined single limit

-Worker's Compensation sufficient under the laws of the State of Alabama, covering all persons employed by the vendor engaged in performance of the work required in this contract.

PERFORMANCE BOND

The vendor will furnish within ten state business days after receipt of notice of award, a performance bond in the amount specified below. It shall consist of a cashier's check, other type bank certified check (personal/company checks are not acceptable), bank or postal money order or surety bond issued by a company authorized to do business within the State of Alabama.

The Director of Purchasing shall be the custodian of the performance bond. The bond must reference the bid and be payable to the State of Alabama. The performance bond will be returned in a reasonable time after the Division of Purchasing has received verification that the contract has been satisfactorily completed. A new bond/updated bond will be required for with each 12-month contract period extension, to cover the life of the contract.

Performance bond amount: Total amount of bid

PERFORMANCE BY THE OWNER

The Owner (State of Alabama) agrees:

- To provide the Contractor access to the elevator equipment
- To keep the elevator pit(s) and motor room(s) free from water
- To be responsible for removing water from elevator pits and maintaining the drainage facilities for the pits, or for damage therefrom
- Not to use the elevator machine room and equipment spaces for storage
- To be responsible for refinishing of cabs, hoistways, or equipment room interiors
- To be responsible for the maintenance of car lighting, florescent tubes, florescent ballasts and starts
- To be responsible for the main safety switch providing electricity to the equipment
- To be responsible for the maintenance and service of the lights in the equipment room and penthouse
- To be responsible for the maintenance and service of all telephones installed in the cards or the equipment pertaining thereto except for the wiring between the car and control board
- To report to the Contractor any conditions which may indicate the need for correction before the next regularly scheduled examination
- That the contractor does not at any time assume possession of control of any part of the equipment, but such remains the State's exclusively as the owner thereof.

TERM OF CONTRACT

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Establish a 12 month contract with an option to extend for a second, third, fourth, and fifth 12 month period with the same pricing, terms and conditions. The second, third, fourth, or fifth 12 month period, if agreed by both parties, would begin the day after the first, second, third, or fourth 12 month period expires. And successive extension must have written approval of both the state and vendor no later than 30 days prior to expiration of the previous 12 month period.

PAYMENT

Contractor shall submit to the owner by the fifth working day of the month, a valid invoice in triplicate for the services provided under this agreement during the preceding month.

Under no circumstances shall the commitments of obligations contained in the agreement constitute a debt of the State of Alabama as prohibited by Section 213, Constitution of Alabama of 1901, as amended.

SPECIAL CONDITIONS

- No elevator will be removed from service, except in cases of hazard to life, without prior clearance with designated owner’s representative
- When an elevator is out of service for whatever reason for the performance of maintenance, signs shall be placed at all floor entrances to that elevator indicating that the elevator is out of service.

PREVIOUS PRESENTATIONS

All previous communications or agreements, written or verbal, are hereby abrogated and this writing constitutes the whole specification when attached to proper order.

This agreement shall be interpreted in accordance with the laws of the State of Alabama.

Administrative fee:

Awarded bidder(s) are to pay the State an administrative fee for all sales paid under this contract. This fee will be 1% (0.01) of the total dollar amount for all sales paid. The fee is to be remitted the first month of each quarter before the 20th and will represent a single, one-time payment for all sales paid during the prior quarter and as adjusted for errors associated with earlier quarters. This fee is not to be listed as a separate cost on invoices. The awarded bidder(s) will be required to provide a summary report each quarter before the 20th listing sales paid during the prior calendar quarter. This report is to include the quarter being reported, the master agreement number, purchasing entity, sales amount, and fee amount. A report is due even when there is no activity. This report is to be sent electronically to telecom.admin@oit.alabama.gov. A copy of the summary report is to also accompany the payment. The remittance is to be identified with the reporting quarter and master agreement number. Failure to comply with provisions of this paragraph will be grounds for termination of the contract(s).

Reports and Payments will be due according to the following schedule:

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October, November, December – Due by January 20th

January, February, March – Due by April 20th

April, May, June – Due by July 20th

July, August, September – Due by October 20th

Remittance is to be payable to the "State of Alabama Department of Finance" and be sent to:

Alabama Department of Finance
Division of Accounting and Administration
PO Box 300658
Montgomery, Alabama 36130-0658